

# CITY OF SAN ANTONIO

Aviation Department



## REQUEST FOR PROPOSAL ("RFP")

for

**Downtown Hotel Shuttle Service for  
San Antonio International Airport  
(RFP-011-022-TC)**

**Release Date:** Tuesday, November 30, 2010

**Proposals Due:** Monday, January 3, 2011 at 11:00 a.m.

**This solicitation has been identified as High-Profile.**

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

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

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

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## I. BACKGROUND

The City of San Antonio, Department of Aviation (“City”) is soliciting proposals from experienced, commercial ground transportation providers to operate a downtown hotel shuttle service concession at the San Antonio International Airport (SAT). The successful Respondent will be responsible for the pick up and delivery of passengers plus baggage at designated curbside locations within the Airport and the transport of same between the Airport and locations within City’s downtown area to include hotels, motels, and Convention Center facilities. In addition, shuttle service may be provided to other agreed upon locations.

**To be qualified, Respondents must have a minimum of five (5) years experience in the operation of a dispatch-based ground transportation service.**

### A. San Antonio International Airport

Owned and operated by the City, SAT serves over 8 million airport users annually, including passengers, employees and visitors. Currently SAT is comprised of two contiguous terminals. Terminal A is a 360,000 square foot terminal building featuring 16 passenger loading gates and Terminal B consists of a 250,000 square foot terminal building featuring 8 passenger loading gates.

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

Terminal A	Terminal B
Aerolitoral	American
AeroMexico	Continental
AirTran	
Delta	
Frontier	
Southwest	
United	
USAirways	

The airlines operate over 130 daily scheduled departures. In 2009, there were nearly 4 million deplanements at SAT, including approximately 68,000 international deplanements, primarily from Mexican cities.

Calendar Year	Enplanements	Deplanements
2005	3,622,046	3,723,498
2006	3,998,447	4,029,205
2007	4,009,776	4,044,866
2008	4,167,440	4,191,075
2009	3,902,736	3,925,828
2010*	3,000,468	2,994,309

*\*Calendar YTD through October 2010*

**B. Current Shuttle Services**

Under the current shuttle services contract, the standard rates to downtown are \$18.00 for one-way tickets and \$32.00 for round-trip tickets. From the inception of the current contract in June 2005 until March 2008, standard rates to downtown were \$14.00 for one-way tickets and \$24.00 for round-trip tickets.

Shuttle service sales, by Calendar Year from 2005 forward, are reflected in the table below.

<b>Calendar Year</b>	<b>Airport Shuttle Gross Revenues</b>	<b>Revenue to Airport</b>
2005	\$1,310,378.45	\$196,566.77
2006	\$1,578,982.55	\$236,847.38
2007	\$1,374,587.10	\$206,188.07
2008	\$1,845,166.18	\$276,774.93
2009	\$1,517,695.91	\$227,654.39
2010*	\$1,642,744.62	\$246,411.69

\*Calendar Y-T-D through October 2010

**C. Other Information**

The City will make counter space available to the selected Respondent on a lease basis. The counter space will be in the baggage claim area of each passenger terminal and, if leased, shall be used solely for ticket sales and customer service. The leased spaces shall be available at a rental rate of \$500 each, per month.

The City will also provide assigned space at curbside loading areas at each terminal.

The City shall provide certain utility connections for the assigned counter space. The Selected Respondent may connect into or extend, at its own cost, such utilities. The Selected Respondent will pay for all utilities necessary in the operation of its counter space except for electrical service, which will be provided by the City.

**II. SCOPE OF SERVICES**

The Contractor will be responsible for the following:

1. The Contractor shall propose a Minimum Annual Guarantee (MAG) of at least \$175,000.00 and pay the greater of the MAG or a proposed percentage rent on gross revenue to the City.
2. The Contractor shall provide a fleet of vehicles, which must be less than six months old upon placement into the fleet, in a number to be proposed by Respondent and agreed to by City. The agreed upon fleet size must be reached within the first six months of the contract term. Fleet must be replaced should the City Council renew the contract for additional term. Fleet must include ADA compliant vehicles in numbers to be proposed by Contractor and agreed to by City. Contractor shall maintain the fleet in operable, first-class condition and obtain valid airport permits. Vehicles may not be older than 60 months at any time during the term of the contract. All vehicles will have seat belts for all passengers, accommodate no fewer

than 9 and no more 25 passengers, have year-round heating/air conditioning, and provide adequate space for passenger baggage which shall not be exposed to the elements.

3. The Contractor shall provide a reservation system that includes 24-hour accessibility to both telephone and internet based reservations.
4. The Contractor must dedicate experienced, professional management staff to this contract. Such staff must each have a minimum of five (5) years of experience in the public transportation and/or airport ground transportation business managing, dispatching, marketing, and maintaining fleets.
5. The Contractor shall guarantee departures from the Airport terminals at peak period and off-peak period intervals to be proposed by Respondent and agreed to by City. Contractual fines will be assessed for failure to have buses available at agreed upon intervals. Passenger waiting time at the Airport shall be no more than 15 minutes.
6. The pick up locations, including Airport Terminals and hotels, are subject to change upon written notification of the City to the successful Respondent.
7. The Contractor will adjust service as required to meet passenger demand.
8. The Contractor will be required to provide shuttle services on a daily schedule to be proposed by Contractor and agreed to by City which begins not later than two hours prior to first departing flight and ends no earlier than one hour after the last arriving flight.
9. Leased counter space, if any, shall be staffed one hour prior to the first arriving flights until one hour after the last arriving flight.

### III. TERM OF CONTRACT

The initial term of the contract resulting from this RFP will become effective and binding upon execution by the City, but not less than ten (10) days after City Council approval. The Term will commence on the Effective Date and shall expire on the fifth (5th) anniversary of the date successful Respondent opens for business (subject to the terms and conditions of the Agreement). The City reserves, at its sole discretion, the right to extend the Term up to one (1) additional five (5) year term.

### IV. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held at **San Antonio International Airport, Terminal A, Mezzanine Conference Room**, 9800 Airport Boulevard, San Antonio, Texas 78216 at **2:00 p.m., Local Time, on Thursday, December 16, 2010**. Respondents are encouraged to prepare and submit their questions in writing four (4) calendar days in advance of the Pre-proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-proposal Conference is optional, but highly recommended.

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

Any oral responses provided by City staff at the Pre-proposal Conference shall be preliminary. A written summary of the Pre-proposal Conference shall contain official responses, if any. Any oral response given at the Pre-proposal Conference that is not confirmed in the written summary of the Pre-proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section VIII – Restrictions on Communication, after the conclusion of the Pre-proposal Conference.

## V. PROPOSAL REQUIREMENTS

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

### TABLE OF CONTENTS

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

TAB 2 – GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFP as Attachment A, Part One.

TAB 3 – EXPERIENCE/QUALIFICATIONS OF RESPONDENT AND SUB-CONSULTANT FIRMS: Use the Form found in this RFP as Attachment A, Part Two.

TAB 4 – PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Three.

**NOTE: The remaining document requirements listed for TABs 5 – 11 are to be placed within Respondent’s ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.**

TAB 5 – PROPOSED FINANCIAL PLAN AND PRICING SCHEDULE - Use the Pricing Schedule that is found in this RFP as Attachment B, Parts One and Two, respectively.

TAB 6 – DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Form posted separately as RFP Attachment C or Respondent may download a copy at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

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

TAB 7 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 8 – AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS: Complete, sign and submit the required ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE Form 1), found in this RFP as Attachment E. If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to DBE Form 1. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in RFP Attachment E.

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

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

Place **original and one (1) copy** as Tab 8 within Respondent’s ORIGINAL proposal. Additional copies are not required.

TAB 9 – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

TAB 10 – PROPOSAL BOND: Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of \$20,000.000.

The proposal bond must provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the

required performance bond, may result in a forfeiture of the proposal bond. The Proposal Bond shall be valid for ninety (90) days following the deadline for submission of proposals.

The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.

TAB 11 – FINANCIAL INFORMATION: Respondent must submit with original proposal, the following financial statement:

- If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.
- If the proposing entity is a wholly-owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venturer must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.
- If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

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

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

Place **two (2) sets** of financial documents as Tab 11 within Respondent’s ORIGINAL proposal. Additional copies are not required.

TAB 12 – FRANCHISE AGREEMENT: Submit copy of Franchise Agreement, if any.

TAB 13 – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB 14 – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment G.

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

## VI. AMENDMENTS TO RFP

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

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

## VII. SUBMISSION OF PROPOSALS

A. Respondent shall submit: One (1) original, signed in ink, ten (10) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Downtown Shuttle Service**" on the front of the package.

All proposals must be received in the City Clerk's Office no later than **11:00 a.m., Local Time, on Monday, January 3, 2011** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

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

Physical Address:

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

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – Respondent Questionnaire may not exceed fifty (50) pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

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

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and fifty days (150) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

### VIII. RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

- 1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
- 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Local Time, on Friday, December 17, 2010**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Terri Canal, Contract Coordinator  
City of San Antonio, Purchasing and General Services Department  
[Terri.Canal@sanantonio.gov](mailto:Terri.Canal@sanantonio.gov)

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

- 3. Respondents and/or their agents may contact the Aviation Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her offices regarding this RFP after the proposal due date is not permitted.

4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
  5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **IX. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience and Qualifications (20 points)
- B. Proposed Management, Operation and Service Plans (40 points)
- C. Compensation Schedule (20 points)
- D. Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) (20 points):
  - a. Up to 10 percentage (10%) points based on Narrative Statement
    - ACDBE participation shall be evaluated based on the participation plan and other information submitted by respondent as set forth in the Airport Concessionaire Disadvantaged Business Enterprise Program Requirements and Forms (Response Attachment D).
  - b. Up to 10 percentage (10%) points based on Respondent's meeting the DBE/ACDBE goal.
    - Percentage points will be based on the percentage of the goal met.

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

**NOTE: There is no local consideration on this solicitation**

E. Financial Capability (Pass/Fail)

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

**X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or

any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

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

## **XI. PERFORMANCE BOND**

If selected, Respondent shall provide a performance bond, in the form shown in this RFP as Attachment \_\_\_\_, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of the contract price. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051,

Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

## XII. SCHEDULE OF EVENTS

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

RFP Release Date	<b>Tuesday, November 30, 2010</b>
Pre-proposal Conference	<b>Thursday, December 16, 2010, 2:00 p.m.</b>
Final Questions Accepted	<b>Friday, December 17, 2010, 2:00 p.m.</b>
Proposals Due	<b>Monday, January 3, 2011, 11:00 a.m.</b>

## **RFP ATTACHMENTS**

**THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION V, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"**

**RFP ATTACHMENT A, PART ONE**

**RESPONDENT QUESTIONNAIRE**

**GENERAL INFORMATION**

**To be submitted with Respondent’s Proposal as TAB 2**

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

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

Respondent Name: \_\_\_\_\_

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller’s Taxpayer Number, if applicable: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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

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

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_

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

List Related Companies: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes  No

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

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

\_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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**REFERENCES**

Provide references for the projects listed in response to RFP Attachment A, Part Two, Question #2. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

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**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

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**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

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**RFP ATTACHMENT A, PART TWO**

**EXPERIENCE/QUALIFICATIONS: RESPONDENT & SUB-CONSULTANT FIRMS**

**To be submitted with Respondent's Proposal as TAB 3**

Prepare and submit narrative responses to the following items. Responses should cover experience and qualifications of any sub-contractor firms that are part of the proposed project team. Do not delete the questions posed or change their order.

1. Describe Respondent's qualifications and experience in providing dispatch-based ground transportation services. Include the number of years engaged in providing such and the service areas covered in this prior experience. Also, include name and location/address for each, services offered, and average annual sales.
2. Describe Respondent's specific experience within an airport setting, if applicable. For all listings, include the following:
  - a. Name and address of the airport at which services were provided;
  - b. Contact person and email address;
  - c. Type of operation;
  - d. Annual gross revenue at each location.
3. List key personnel of Respondent (and subcontractors, if any) who will be assigned and actively involved in the management and operation of the proposed concession and provide resumes for each.
5. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
6. Prepare an organizational chart that shows the relationships between the staff that Respondent will assign to this contract, including sub-contractors, if any. Include employees by all activity types, business operations, fleet maintenance, etc.
7. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## **RFP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

#### **To be submitted with Respondent's Proposal as TAB 4**

Prepare and **insert responses** to the following items. Do not delete the questions posed or change their order. Do not include any items not requested below.

1. Business Operating Plan – Describe the proposed plan to conduct operations to include the following:
  - a. Location of Business Office;
  - b. Business Hours;
  - c. Staffing;
  - d. Cash handling procedures to include account of daily receipts; and
  - e. Recordkeeping and reporting capabilities
  
2. Transportation Service Operating Plan – Describe the proposed plan to conduct operations to include the following:
  - a. Hours of Operation;
  - b. Operational route and schedule to include number of vehicles and staff utilized throughout different times of the day
  - c. Reservation system and other ticketing options;
  - d. Fair structure to include discounted rates for group ridership, specific destination points, etc.;
  - e. Specific baggage fees, if any; (describe sizes, weights, etc which trigger baggage fees)
  - f. Additional fees charged to passengers, if any
  - g. Indicate if Respondent plans to lease the counter space available to them under this RFP
  
3. Vehicle Fleet Operations and Maintenance Plan – Describe Plan to ensure efficient operations and maintenance of fleet vehicles. Also include the following in your response:
  - a. Vehicle Maintenance Facility Location;
  - b. Proposed Preventative Maintenance Schedule;
  - c. Proposed Safety Plan to ensure safe vehicles and efficient operations provided by trained staff.
  
4. Fleet Plan – Describe Respondent's plan for providing dedicated vehicles to the Downtown Hotel Shuttle Service Concession to include the following:
  - a. Total number of vehicles dedicated to concession;
  - b. Provide description of vehicles to be included in the Respondent's initial fleet. The description should include the following for each vehicle type:
    - Make, model and year;
    - Mileage at time placed into fleet;

- Special features; and
  - Maximum passenger capacity
- c. Describe vehicle features, if any, which lessen environmental impacts.
5. ADA Compliance Plan – Describe plan for meeting ADA Regulations.
  6. Training Plan – Describe Respondent’s training programs.
  7. Customer Service Plan – Describe proposed customer service plan to include methods for complaint processing/ resolution as well as service standards review/improvement.
  8. Marketing Plan – Describe detailed plan for marketing the downtown hotel shuttle to scheduled conferences, arriving conventions attendees and local hotels. Also describe marketing plan for other revenue generating activities including, but not limited to, advertising.

**RFP ATTACHMENT B, PART ONE**

**PROPOSED FINANCIAL PLAN**

**To be submitted with Respondent's Proposal as TAB 5**

Prepare and submit the following items.

1. Projected Sales, Net Income and Cash Flow: Provide a good faith estimate derived from the proposed operation(s) for the first five (5) years of the contract term. Include the following:
  - a. Expected annual gross sales;
  - b. Cost of goods sold;
  - c. Operating expenses;
  - d. Net income and cash flow;
  - e. Effect of proposed compensation to the City on net income and cash flow; and
  - f. Major ridership, rates and other assumptions used in developing these projections.
  
2. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said start-up costs.

**RFP ATTACHMENT B, PART TWO**

**PRICING SCHEDULE**

**Minimum Annual Guarantee**

Propose a Year 1 Minimum Annual Guarantee of at least \$175,000.00. The MAG will adjust, in subsequent contract years, to the greater of \$175,000 or 85% of the actual fees due to the Airport for the prior contract year.

<b>Lease Year 1:</b>	\$ _____
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**Percentage Rent**

Propose a Percentage Rent to be paid to the City.

<b>Percentage Rent</b>	_____ %
------------------------	---------

**Percentage of Advertising Revenue**

Propose a Percentage to be paid to the City on Contractor's Advertising Revenue, if any

<b>% of Advertising Placements</b>	_____ %
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**RFP ATTACHMENT C**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB 6**

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

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

**RFP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB 7**

## LITIGATION DISCLOSURE

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

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

Yes  No

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

Yes  No

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

Yes  No

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

**RFP ATTACHMENT E**

**DBE/ACDBE FORMS**

**To be submitted with Respondent's Proposal as TAB 8**

**SAN ANTONIO INTERNATIONAL AIRPORT**

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

**(DBE/ACDBE FORM 1)**

**NAME OF PROJECT:** Downtown Shuttle Service

**PROPOSER INFORMATION:**

Name of Proposer: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified?  Yes  No

Type of Certification:  DBE/ACDBE  MBE  WBE  AABE  SBE

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

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

1. List **ALL SUBCONTRACTORS/SUPPLIERS** that will be utilized on this contract. **The apparent successful proposer for professional services contracts** shall submit a Letter of Intent (DBE/ACDBE Form 2) for all firms to be utilized on this contract to the Aviation Department's DBE/ACDBE Liaison Officer within seven business days from the date a contract is negotiated. **If the Aviation Department does not receive completed copies from the apparent successful proposer within seven (7) business days from the date a contract is negotiated, then apparent successful proposer's Good Faith Effort Plan will not be approved. An approved Good Faith Effort Plan is required prior to award of any contract.**

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

(Use Additional Sheets if Necessary)

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

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

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

(Use additional sheets as needed)

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

**AFFIRMATION**

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:**

Plan Reviewed by \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of DBE/ACDBE Liaison

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

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

**ACDBE LLC/Joint Venture Information**

**(to be submitted with LLC/JV agreement for review)**

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

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

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

4. ACDBE Initial Capital Contributions \$ \_\_\_\_\_
5. Future Capital contributions (explain requirements):
6. Source of funds for the ACDBE capital contribution: \_\_\_\_\_  
(If capital contribution is through a loan or loans from the non-ACDBE partner, promissory note or loan agreement must be submitted.)
7. Describe the portion of work or elements of the business controlled by the ACDBE.
8. Describe the portion of work or elements of the business controlled by the non-ACDBE.
9. Describe the ACDBE’s involvement in the overall management of the LLC/JV (e.g. participation on a management committee or managing board, voting rights, etc.).
10. Describe the ACDBE’s share on the profits of the LLC/JV.
11. Describe the ACDBE’s share in the risks of the LLC/JV.
12. Describe the roles and responsibilities of each LLC/JV participant with respect to managing the LLC/JV (use additional sheets if necessary):

- a. ACDBE joint venture participant
  - b. Non-ACDBE LLC/JV participant
13. Describe the roles and responsibilities of each LLC/JV participant with respect to operation of the LLC/JV (use additional sheets if necessary):
- a. ACDBE joint venture participant
  - b. Non-ACDBE LLC/JV participant
14. Which firm will be responsible for accounting functions relative to the LLC/JV’s business?
15. Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?
16. Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or LLC/JV.

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

17. Please provide the name of the person who will be responsible for hiring employees for the LLC/JV. Who will they be employed by?
18. Are any of the proposed LLC/JV employees currently employees of any of the LLC/JV partners? Yes  No
- If yes, please list the number and positions and indicate which firm currently employs the individual(s).
19. Attach a copy of the proposed LLC/JV agreement, Promissory note or loan agreement (if applicable), and any and all written agreements between the LLC/JV partners.

**RFP ATTACHMENT F**

**SIGNATURE PAGE**

**To be submitted with Respondent's Proposal as TAB 13**

**SIGNATURE PAGE**

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

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

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

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

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

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

**RFP ATTACHMENT G**  
**PROPOSAL CHECKLIST**

**To be submitted with Respondent's Proposal as TAB 14**

### PROPOSAL CHECKLIST

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

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Executive Summary	
2	General Information and References <ul style="list-style-type: none"> <li>• RFP Attachment A, Part One</li> </ul>	
3	Experience, Background & Qualifications <ul style="list-style-type: none"> <li>• RFP Attachment A, Part Two</li> </ul>	
4	Proposed Plan <ul style="list-style-type: none"> <li>• RFP Attachment A, Part Three</li> </ul>	
<b>NOTE:</b> Remaining items listed in Tabs 5 – 11 are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.		
5	Pricing Schedule <ul style="list-style-type: none"> <li>• RFP Attachment B</li> </ul>	
6	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> <li>• RFP Attachment C</li> </ul>	
7	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment D</li> </ul>	
8	* SBEDA Form <ul style="list-style-type: none"> <li>• RFP Attachment E; and</li> <li>• Associated Certificates, if applicable</li> </ul> <p style="text-align: center;"><i>Provide original and one (1) additional copy.</i></p>	
9	Proof of Insurability (See RFP Exhibit 2) <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
10	Proposal Bond	
11	Financial Information	
12	Franchise Agreement	
13	* Signature Page <ul style="list-style-type: none"> <li>• RFP Attachment F</li> </ul>	
14	Proposal Checklist <ul style="list-style-type: none"> <li>• RFP Attachment G</li> </ul>	
	One (1) Original, <b>Ten (10)</b> Copies, and <b>one (1) CD</b> of entire proposal in PDF format.	

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



**RFP EXHIBIT 2**

**DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS**

## DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE ACDBE GOAL FOR AIRPORT SHUTTLE SERVICE CONCESSION is 9.1%

### DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

- A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, shall have “equality of opportunity” to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 apply to the contract.
- B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE/ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.
- C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department’s DBE Program. The DBE Program may be obtained through the airport’s DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.
- D. ***Notification is hereby given that an ACDBE contract specific goal has been established on this contract.*** The applicable ACDBE goal is 9.1% of the total gross revenues of this contract for Airport Shuttle Service.
- E. The Respondent shall appoint a high-level official to administer and coordinate the Respondent’s efforts to carry out the DBE/ACDBE Policy and Program requisites. The Respondent’s official should coordinate and ensure approval of the required “*Good-Faith Effort Plan*” (**DBE/ACDBE Form 1**).
- F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE/ACDBE participation and good-faith efforts to carry out the DBE/ACDBE Policy and Program. All Aviation Department Respondents may be subject to

a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent's good-faith efforts on future airport contracts.

- H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "*DBE/ACDBE Good-Faith Effort Plan*". Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract. Respondents must submit a *DBE Good-Faith Effort Plan* or they will be considered non-responsive.
- I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 305 E. Euclid, Suite 102, San Antonio, Texas 78212 (210/227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.
- J. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

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

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

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written

approval from the City of San Antonio. This Clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors”.

- K. All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department’s DBE/ACDBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform on the contract with another DBE/ACDBE.*
- L. Failure or refusal by a Respondent or Contractor to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

#### **COUNTING JOINT VENTURES**

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any DBE firms will not count toward the goal.* A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

- a. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- b. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- c. A description of the work to be performed by all the Joint Venture Partners.
- d. Proof of current certification status of the individual DBE venture partners.

#### **RECONSIDERATION MECHANISM**

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

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

## COMPLIANCE

If a Respondent is awarded a contract:

1. The bidder/respondent must not terminate for convenience a DBE/ACDBE subcontractor (or an approved substitute DBE/ACDBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City's prior written consent. When a DBE/ACDBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the bidder/respondent must notify the City immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.
2. The Respondent will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract. The Respondent will be required to obtain the DBE/ACDBE Liaison's prior approval of the substitute DBE/ACDBE, through the submittal of Change of Subcontractors/Suppliers (**DBE/ACDBE Form 3**) and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

## CONTRACT REQUIREMENTS

The goals on this contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Respondent is asked to make "good faith efforts" to obtain DBE/ACDBE participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be undertaken using the subcontractor and suppliers already under contract to the prime contractor. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.

**RFP EXHIBIT 3**  
**INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

**INSURANCE**

- A) Prior to the commencement of any work under this Agreement, Concessionaire shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled “**Downtown Hotel Shuttle Service**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
  
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
  
- C) A 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, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Concessionaires c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000

<p>4. Business Automobile Liability  a. Owned/leased vehicles  b. Non-owned vehicles  c. Hired Vehicles</p>	<p><u>C</u>ombined <u>S</u>ingle <u>L</u>imit for <u>B</u>odily <u>I</u>njury and <u>P</u>roperty <u>D</u>amage of \$1,000,000 per occurrence</p>
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- D) Concessionaire agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Concessionaire herein, and provide a certificate of insurance and endorsement that names the Concessionaire and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.
- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Concessionaire shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Concessionaire shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Aviation Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- F) Concessionaire agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
  - Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Concessionaire's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- H) In addition to any other remedies the City may have upon 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.
- I) 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 this Agreement.
- J) It is agreed that Concessionaire's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- L) Concessionaire and any Subcontractors are responsible for all damage to their own equipment and/or property.
- M) A contractor employed by Concessionaire to design or build Leasehold Improvements to the Premises shall be subject to the same insurance requirements applicable to Concessionaire, as described above. In addition, a contractor must also obtain the following coverages, and provide an acceptable Certificate of Insurance evidencing such coverage:
- Property insurance coverage/Builders Risk on an "All Risk of Physical Loss" form for 100% of the value of all improvements leased from City, or constructed by or for Concessionaire on the Airport. Coverage shall include but not be limited to fire, wind, hail, theft, vandalism and malicious mischief. The coverage shall be written on a replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss.
- N) A contractor employed by Concessionaire to provide professional services for the Premises or a Leasehold Improvement shall be subject to the same insurance requirements applicable to Concessionaire, as described above. Professional services include Architectural, Engineering and Quantity Surveying. In addition, contractors providing professional services must also

obtain the following coverages, and provide an acceptable Certificate of Insurance evidencing such coverage:

- Professional Liability Insurance with a minimum limit of ONE MILLION dollars (\$1,000,000.00) per claim and in aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for 30 day notice of cancellation in favor of City.

**RFP EXHIBIT 4**

**INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

### **INDEMNIFICATION**

**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 this **CONTRACT**, 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 this **CONTRACT**, all without however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.** 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 advise the **CITY** in writing within 24 hours of any claim or demand against the **CITY** or **CONCESSIONAIRE** known to **CONCESSIONAIRE** related to or arising out of **CONCESSIONAIRE's** activities under this **CONTRACT** 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 option 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 this **CONTRACT**, 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.

**CONCESSIONAIRE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE's activities under this contract.**

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.