

# CITY OF SAN ANTONIO

Aviation Department



## REQUEST FOR PROPOSAL ("RFP")

for

**Marketing and Advertising Services**  
**RFP-011-053-TC**

**Release Date:** Tuesday, April 12, 2011

**Proposals Due:** Tuesday, May 3, 2011, 11:00 a.m.

<b>Table of Contents</b>		
<b>Section</b>		<b>Page Number</b>
I.	Background	3
II.	Scope of Services	5
III.	Ownership and Licenses	7
IV.	Intellectual Property	8
V.	Term of Contract	9
VI.	Pre-Submittal Conference	9
VII.	Proposal Requirements	10
VIII.	Amendments to RFP	12
IX.	Submission of Proposals	12
X.	Restrictions on Communication	14
XI.	Evaluation Criteria	15
XII.	Award of Contract and Reservation of Rights	16
XIII.	Schedule of Events	17
<b>RFP Attachments</b>		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment 1	Respondent Questionnaire	19
Attachment 2	Pricing Schedule	26
Attachment 3	Discretionary Contracts Disclosure Form	28
Attachment 4	Litigation Disclosure Form	29
Attachment 5	Disadvantaged Business Enterprise (DBE) Forms	31
Attachment 6	Signature Page	37
Attachment 7	Proposal Checklist	39
<b>RFP Exhibits</b>		
RFP Exhibit A	DBE/ACDBE Program Policy	41
RFP Exhibit B	Insurance Requirements	46
RFP Exhibit C	Indemnification Requirements	50
RFP Exhibit D	San Antonio International Airport Air Service Development Incentive Program	53

## I. BACKGROUND

The City of San Antonio, Aviation Department (“City”) seeks proposals from qualified Respondents that will assist in developing a variety of marketing strategies including: (1) an on-call airport, new airline and air service route promotional campaign, and (2) San Antonio International Airport (Airport) concession central marketing program which serves to promote the overall concession program and facilities within the Airport.

### A. Air Service Incentive Marketing Campaigns

The San Antonio International Airport currently averages 130 daily commercial passenger departures to over 30 destination airports. The City has established a goal of attracting additional air carriers and increasing the number of non-stop routes to U.S. and international airports in order to enhance the public’s choices for air travel and facilitate an increase in Airport traffic.

The City recognizes that the Airport competes with other airports for limited air carrier resources and further realizes that there are challenges associated with the introduction of a new route and/or airline brand in the San Antonio market. The public’s awareness of new non-stop flights on unserved routes and new airlines entering the market is key to its continuation. In order to meet the demands of a growing and diversified market, the City acting through its Aviation Department is offering to all similarly situated air carriers the **San Antonio International Airport Air Service Development Incentive Program** (“Program”) as approved by City Council on March 31, 2011 (see RFP Exhibit D).

Below are proposed marketing levels and conditions under which airlines can participate in the Program.

- Marketing and advertising incentives to include a promotional campaign and landing fee rebates will be used to promote new non-stop routes and new airlines and will be funded by the Airport.
- Air Carriers initiating any new non-stop flights between the Airport and unserved airports will be eligible to participate in incentivized marketing.
- Marketing funding will be available to all similarly situated air carriers on a first-come, first-serve basis for new routes.
- Funding levels for marketing and advertising will be based on the number of weekly frequencies on a single unserved and/or targeted non-stop route. Seven (7) weekly flights on a single eligible route will receive the maximum allowed marketing support. Reduced marketing support for the new air service may be available with less than seven (7) weekly flights. However, there is a minimum requirement of at least three (3) weekly flights in order to be eligible for marketing and advertising support.
- Funded advertising will range from \$50,000 (three or four weekly flights); \$75,000 (five or six weekly flights); and \$100,000 (seven weekly flights).
- Airlines introducing service on targeted unserved routes will be eligible to receive double the marketing incentives designated for the weekly frequency level.

- Any new entrant air carrier serving the San Antonio market will be eligible to receive marketing and advertising support to promote the new brand at double the largest applicable advertising dollar level.
- Budgeted funds will be allocated and made available for marketing campaigns only when an air carrier meets the eligibility criterion detailed in the Program.
- Any air carrier wishing to participate in the Incentive Program will be required to execute the Aviation Department's Incentive Agreement prior to the start date of the new air service.
- Under the Incentive Agreement, the Applicant agrees to the applicable level of incentives and agrees to reimburse a portion of the marketing expenditures back to the City should the new service be discontinued or reduced in frequencies within 365 days from the start date of service or the frequency drop below three weekly flights.

#### B. Air Service Incentive Program Funding

The Incentive Program is set forth for a 30-month period beginning April 1, 2011 and ending September 30, 2013. Funding for marketing and fee rebates will not exceed \$250,000 during the fiscal year ending September 30, 2011. During the budget process for fiscal years 2012, 2013 and 2014, the Aviation Department will provide a budget for the marketing program (expenditure budget) and the estimated rebate of landing fees (contra revenue account budget). Each fiscal year budget for 2012 and 2013 should not exceed \$350,000, and as needed based on approved commitments rolling into fiscal year 2014.

The total incentives established during any given fiscal year will be available to all similarly situated air carriers during the duration of this Program. Once the budgeted funds in a given fiscal year are expended, the Program will be suspended until new or revised fiscal budgets are considered and approved by the San Antonio City Council. Incentive funds authorized during fiscal year 2013 may be carried forward to next fiscal year provided such does not exceed the 365-day limitation.

#### C. San Antonio International Airport Concessions Branding and Marketing Campaign

Since 2006, the San Antonio International Airport's Concession Program has been managed by Unison Consulting, Inc. The managing contract has expired and management of the Program is in the process of being transferred to the City's Aviation Department.

The concession owners and operators at the Airport contractually fund a central marketing and promotional program which serves to promote the overall concession program and facilities within the Airport. Concessionaires contribute to a fund for this program titled the Concession Marketing Fund.

The primary purpose and use, but in no way a limitation, of the Concession Marketing Fund, will be to fund intra-Airport promotional and advertising campaigns such as permanent directions, graphics, take-one directory pamphlets and establishment of a customer service and training program with respect to the operations of the concession facilities in the Airport, such as customer

surveys, “secret shopper” programs and sales technique seminars or on any other items that may enhance the user’s overall experience in the Airport.

The City organizes and conducts quarterly meetings with Airport concessionaire representatives to discuss and develop promotional advertising programs as well as customer service and training programs.

D. Concession Marketing Funding

Concessionaire contribution varies based upon a percentage of gross receipts per month payable monthly. Currently, the Terminal A contribution is 1% and Terminal B is 0.5% as mandated by each independent lease agreement. Calendar year 2010 contributions totaled \$260,000.00.

## II. SCOPE OF SERVICES

A. On-Call Air Service Marketing

Upon notification by an airline that it plans to start new non-stop flights on an unserved route and/or a new entrant airline announces its plans to enter the San Antonio market, the Aviation Department will execute an Incentive Agreement and begin the process to establish a promotional campaign based on the eligible funding level. The selected Respondent will be responsible for establishing a working relationship with the airline’s marketing team and the Aviation Department in order to develop the promotional campaign. Advertising and promotional purchases plus the selected Respondent’s fee and charges must be held to within the limits of the appropriated marketing fund levels, which are based on the terms and conditions of the Incentive Program, the fiscal year budget, and detailed as part of a written campaign plan.

Marketing is defined as advertising, receptions, promotions, banners, direct mail, familiarization trips, etc. The joint marketing and advertising plan will promote the San Antonio International Airport, the eligible air carrier’s brand and the new route.

Other promotional activities may be initiated by the City’s Aviation Department. These are separate and will not be funded through the selected Respondent. For example, the City’s Channel 21 airs the Aviation Department’s “Airport Airwaves” TV show. This show will include air service announcements and videos of inaugural events. There are also standard quarterly airport related publications that will include announcements of new air service. The Aviation Department has a fully staffed Public Relations division which will handle press releases and certain portions of the inaugural event celebrations at the Airport. However, the selected Respondent may be called upon to provide advice regarding community outreach to create awareness of the new air service.

B. Fees for Marketing Services

Respondents shall include within their proposal response, a list of administrative fees for development and oversight of an air service marketing campaign. Said fees should include those associated with media buys, graphics design, printing, campaign oversight, etc.

C. Concessions Branding and Marketing Campaign

Initially, the selected Respondent will meet with Airport and concessionaire representatives, and as often as necessary to assist in development of the overall strategy, marketing and promotional campaign. Subsequently, the selected Respondent will meet at least quarterly with a Concession Marketing Team to assess the campaigns success and make changes or add new promotional venues.

The selected Respondent will consider intra-Airport promotional and advertising campaigns such as cross-terminal shopping programs (passengers shopping both Terminal A and Terminal B), permanent directions, graphics, take-one directory pamphlets. Any campaign should include the establishment of a customer service and training program with respect to the operations of the concession facilities in the Airport, such as customer surveys, “secret shopper” programs and sales technique seminars or on any other items that may enhance the user’s overall experience in the Airport.

The selected Respondent will provide the Aviation Director or designee quarterly reports detailing success measures and/or quantifying sales results from various concession marketing strategies and campaigns.

D. General Conditions Expected of Selected Respondent

Due to the wide range of marketing and customer services, it is expected that selected Respondent may be called upon to subcontract various services. These services may be adjusted throughout the term of the agreement and based on various strategies including but not limited to: marketing trends, creative direction, individual campaigns, digital and online strategies, revenue partnerships and more. Respondents must demonstrate their ability to strategically plan, integrate, manage and execute an assortment of marketing projects and/or subcontractors.

All services provided under the resultant contract shall be performed in conformance with generally accepted industry standards that are usual and customary between a client and an advertising agency in such relationships. No work shall be undertaken and no expenditure made for reimbursement hereunder unless the concept and program have been approved in writing by the Aviation Department. Such approval may only be given by the Aviation Director or designee.

The selected Respondent must be able to execute and/or manage the execution of various marketing disciplines including but not limited to:

- Offline and online strategies
- Creative concept
- Media planning and buying
- Production

It should be noted that strategic plans, creative strategies and other strategic input will come in large part from the Aviation Department and its airline and concession partners in coordination with the selected Respondent. In addition, the selected Respondent should be able to suggest strategies to expand the impact of advertising/marketing campaigns (by maximizing reach and frequency of messaging and cost effectiveness) while allowing for the broadest possible exposure to the target audiences within the available budget.

The selected Respondent must provide creative briefs before each campaign or individual project outline the goals, objectives, audience, strategies, budget and measurement.

New and emerging technology opportunities are consistently being introduced and the selected Respondent must be able to identify, evaluate, recommend, develop and execute and/or manage the execution of these opportunities.

The selected Respondent shall have expertise in cooperative advertising programs, branding campaigns, retail advertising programs, television, magazine, newspaper, radio, direct mail, out-of-home, sweepstakes and promotions, digital, web site/internet and other forms of advertising designed for all of the Airport, airline and/or concessionaire audiences.

The selected Respondent shall also have the ability and experience to develop creative campaigns for implementation on an international scale, as well as national and in-state.

The selected Respondent must have expertise in targeting consumers, travel trade professionals such as travel agents and tour operators.

Production responsibilities include but are not limited to:

- Trafficking of digital files/materials to media outlets,
- Providing disks of finished materials to the City's Aviation Department, airlines and concessionaires as well as preparing advertising materials for presentation purposes (mounting, scanning, etc.)

For Media Planning and Buying, the selected Respondent shall provide:

- Planning and implementation of media plans that are the most efficient and effective in reaching the defined target audiences.
- An emphasis on obtaining added value elements to any media buy including space/time, online components, and promotional programs.
- Negotiation and contracting with advertising media and others at the most advantageous rates available in the commercial advertising market.
- Reviews of placed advertisements in publications, displays and other advertising media used to such a degree as is the custom by commercial advertising agencies (e.g., ad position, size, mechanical reproduction and any other related factors) and furnish the Aviation Department with proof of the placement and running of said advertisements by providing tear sheets with date of insertion, or other evidence of placement as approved by the Aviation Director or designee.

### **III. OWNERSHIP AND LICENSES**

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the

provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

#### **IV. INTELLECTUAL PROPERTY**

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:

- a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the City for any expenses incurred by the City to implement emergency backup

measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

## V. TERM OF CONTRACT

A contract awarded in response to this RFP will commence upon full execution and will terminate on September 30, 2013. The City reserves, at its sole discretion, the right to extend this contract for one (1) year, with the same terms and conditions.

## VI. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **San Antonio International Airport, Terminal A, Mezzanine Conference Room**, 9800 Airport Boulevard, San Antonio, Texas 78216 at **9:00 a.m., Local Time, on Tuesday, April 19, 2011**. Respondents are encouraged to prepare and submit their questions in writing two (2) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://www.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal 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-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X – Restrictions on Communication, after the conclusion of the Pre-Submittal Conference.

## VII. 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 A - **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 B – **GENERAL INFORMATION & REFERENCES FORM:** Use the Form found in this RFP as Attachment 1, Part One

TAB C – **EXPERIENCE, BACKGROUND & QUALIFICATIONS:** Use the Form found in this RFP as Attachment 1, Part Two

TAB D – **ACCOUNT APPROACH:** Use the Form found in this RFP as Attachment 1, Part Three

**NOTE:** The remaining document requirements listed for TABs E – L are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.

TAB E – **PRICE SCHEDULE:** Use the Price Schedule that is found in this RFP as Attachment 2.

TAB F – **DISCRETIONARY CONTRACTS DISCLOSURE FORM:** Use the Form in RFP Attachment B which is posted separately 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 G – **LITIGATION DISCLOSURE FORM:** Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment 4. 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 H – **DISADVANTAGED BUSINESS ENTERPRISE (DBE) FORMS:** Complete, sign and submit the required ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE Form 1), found in this RFP as Attachment 5. 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 5.

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 H within Respondent’s ORIGINAL proposal. Additional copies are not required.

TAB I – **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 J – **FINANCIAL INFORMATION:** Submit a copy of Respondent’s three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.

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

TAB K – **SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment 6. 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 L – **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in this RFP as Attachment 7.

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.**

### **VIII. AMENDMENTS TO RFP**

Amendments to the RFP, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums on the City’s website at <http://www.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 X, 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.

### **IX. SUBMISSION OF PROPOSALS**

A. Respondent shall submit: One (1) original, signed in ink, six (6) 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, “**Marketing and Advertising Services**” 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 Tuesday, May 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.

Submit proposals to:

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. 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 VII, 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 1.
- 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 Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

## X. 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-Submittal Conference.
- 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:00 p.m., Local Time, on Thursday, April 21, 2011**. Questions received after the stated deadline will not be answered. All questions are to be sent by email to:

Terri Canal, CTPM, Procurement Specialist III  
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://www.sanantonio.gov/RFPListings/>.

- 3. Respondent and/or their agents may contact the Aviation Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Lisa Brice, who may be reached via telephone at **(210) 207-3505** or through e-mail at [lisa.brice@sanantonio.gov](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.

## **XI. 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 on May 16, 2011 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, Background & Qualifications of Responding Firm - (25 points)
- B. Experience, Background & Qualification of Key Personnel - (25 points)
- C. Account Approach - (20 points)
- F. Price - (10 points)
- G. Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) - (20 points)
  - a. 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).
    - Up to 10 percentage (10%) points based on Narrative Statement
  - 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.

## **XII. 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. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. 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>.)

- J. **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.
- K. 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.

### XIII. SCHEDULE OF EVENTS

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

RFP Release Date	<b>Tuesday, April 12, 2011</b>
Pre-Submittal Conference	<b>Tuesday, April 19, 2011, 9:00 a.m.</b>
Final Questions Accepted	<b>Thursday, April 21, 2011, 4:00 p.m.</b>
Proposals Due	<b>Tuesday, May 3, 2011, 11:00 a.m.</b>
Interviews, <i>if any</i>	<b>Monday, May 16, 2011</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 VII, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"**



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.

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

**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.

---

---

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.

---

---

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.

---

---

**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. 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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

## RFP ATTACHMENT 1, PART TWO

### EXPERIENCE, BACKGROUND AND QUALIFICATIONS

#### To be submitted with Respondent's Proposal as TAB C

**A. Experience, Background And Qualifications of Respondent** - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, include information for each member of the team or joint venture. (Limit response to no more than seven (7) pages.)

1. Describe 2-3 examples of your agency's experience in the following. For each listing, highlight your agency's ability to generate relevant strategy and effective communications that speaks to relevant audiences.
  - a. International marketing (particularly Mexico)
  - b. Airport and airline advertising
  - c. Concession promotion campaigns
2. Active client list and billings (or range) with year acquired.
3. Provide a list of the accounts lost in the last two (2) years to include an explanation as to why the contract terminated.
4. Discuss your firm's ability to carry cost of buys made on behalf of the City pending reimbursement through regular monthly invoicing.
5. Identify your agency's current distribution of work product by media type (network TV, cable TV, spot TV, radio, outdoor, newspaper, consumer magazine, trade publication, direct response, online, digital, mobile, other non-traditional). Provide rough spend figures and percentages by media type.
6. Identify any additional skills, experience, qualifications, and/or other relevant information about Respondent's qualifications.

**B. Experience, Background And Qualifications of Key Personnel** - Prepare and submit narrative responses to address the following items. (Limit response to no more than one (1) page per person.)

1. For key personnel (internal and outsourced) that will work on the Marketing and Advertising account, list the following information:
  - a. Name;
  - b. Title;
  - c. Relevant experience on similar projects;
  - d. Years of relevant experience;
  - e. Professional qualifications (such as licenses, certifications, association memberships, etc.) that they hold or have been awarded; and
  - f. Educational attainment.

## **RFP ATTACHMENT 1, PART THREE**

### **ACCOUNT APPROACH**

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

Prepare and submit narrative responses to address the following items. (Limit response to no more than ten (10) pages.)

#### **1. Organization of Team**

- a. Provide an organization chart showing names, titles, and brief description of roles of individuals who will be assigned to City's account. Include subcontractors to whom some functions may be outsourced. Identify, on the chart, the individual who will assume the position of Project Manager or Project Lead and who will be in charge of all aspects of the project.
- b. If Respondent is responding as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team members and the extent to which the team members, joint venturers and/or sub-contractors have worked together in the past. Explain the exact role of each team member, joint venturer and/or sub-contractor.
- c. Outline the process through which agency and team resources are drawn upon and coordinated to create integrated advertising campaigns across agency disciplines (including traditional advertising, as well as direct, promotions and interactive). Indicate who is responsible for this coordination and how is the effort implemented.

#### **2. Creativity**

- a. Describe team's creative process to include providing several examples of work that best exemplifies team's branding skills.

#### **3. Digital**

- a. Describe your agency's strengths and services, including online media buying and planning capabilities/experience, and the length of time you've been providing these services.
- b. Describe your two most innovative interactive programs and show examples of your work. Include how your agency has aligned the programs with other traditional off-line channels.

#### **4. Media**

- a. Detail your team's approach to identifying catchment areas and the process for determining and buying the appropriate media to reach those audiences.

**RFP ATTACHMENT 2**

**PRICE SCHEDULE**

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

**PRICE SCHEDULE**

1. **Hourly Rates:** Using the table below, provide Hourly Rates for all personnel, including subcontractors, to be assigned. (Note: Additional line items may be added as needed.)

NAME	TITLE	HOURLY RATE

2. **Mark Ups:** Using the table below, provide percent mark-up for each item. (Note: Additional line items may be added as needed.)

MARK UP	PERCENTAGE
<b>Media Buys</b>	_____ %
<b>Other</b>	_____ %

### **RFP ATTACHMENT 3**

#### **DISCRETIONARY CONTRACTS DISCLOSURE FORM**

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

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/efrms/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 4**

**LITIGATION DISCLOSURE FORM**

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

## 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 5**

**DBE/ACDBE FORMS**

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

**SAN ANTONIO INTERNATIONAL AIRPORT**  
**DBE/ACDBE GOOD FAITH EFFORT PLAN**  
**FOR FEDERALLY FUNDED CONTRACTS**  
**(DBE/ACDBE FORM 1)**

**NAME OF PROJECT:** Marketing and Advertising Services

---

**PROPOSER INFORMATION:**

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

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

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

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

Is your firm certified?  Yes  No

Type of Certification:  DBE/ACDBE  MBE  WBE  AABE  SBE

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

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

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

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

(Use Additional Sheets if Necessary)

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

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

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

(Use additional sheets as needed)

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

3. Did you attend the pre-proposal conference scheduled by the City for this project? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. List all DBE/ACDBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE/ACDBE subcontractors/suppliers:  
 \_\_\_\_\_  
 \_\_\_\_\_
5. Discuss efforts made to define additional elements of the work proposed to be performed by DBE/ACDBEs in order to increase the likelihood of achieving the goal:  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**AFFIRMATION**

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

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

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

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

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

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

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

**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 6**

**SIGNATURE PAGE**

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

**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 B & C.
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 7**

**PROPOSAL CHECKLIST**

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

## 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	
A	Executive Summary	
B	General Information and References <ul style="list-style-type: none"> <li>• RFP Attachment 1, Part One</li> </ul>	
C	Experience, Background & Qualifications <ul style="list-style-type: none"> <li>• RFP Attachment 1, Part Two</li> </ul>	
D	Account Approach <ul style="list-style-type: none"> <li>• RFP Attachment 1, Part Three</li> </ul>	
<b>NOTE:</b> Remaining items listed in Tabs E – L are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.		
E	Price Schedule <ul style="list-style-type: none"> <li>• RFP Attachment 2</li> </ul>	
F	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> <li>• RFP Attachment 3</li> </ul>	
G	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment 4</li> </ul>	
H	DBE Requirements: <ul style="list-style-type: none"> <li>• * DBE Form (RFP Attachment 5)</li> <li>• Associated Certificates, if applicable</li> <li>• Joint Venture Documentation</li> <li>• Narrative</li> </ul> <p style="text-align: center;"><i>Provide original and one (1) additional copy.</i></p>	
I	Proof of Insurability (See RFP Exhibit B) <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
J	Financial Information <p style="text-align: right;"><i>Provide two (2) sets.</i></p>	
K	* Signature Page <ul style="list-style-type: none"> <li>• RFP Attachment 6</li> </ul>	
L	Proposal Checklist <ul style="list-style-type: none"> <li>• RFP Attachment 7</li> </ul>	
	One (1) Original, six (6) 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 A**

**DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS**

## DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

**The ACDBE Goal for Marketing and Advertising Services Contract is 12%**

### 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 applies 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 12% of the total gross revenues of this contract for Marketing and Advertising.
- 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*” (Attachment 5 - **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 3201 Cherry Ridge St., Building C-319, San Antonio, Texas 78230 (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 proposal 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. When adding, changing, or deleting subcontractors on airport projects Aviation Department approval is required. *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 approval prior to adding, changing, or deleting subcontractors on airport projects 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 B**

**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, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled **“Marketing and Advertising Services”** 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 Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’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 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal/Advertising 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

<u>TYPE</u>	<u>AMOUNTS</u>
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</u>
5. Professional Liability (Claims-made basis)  To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

- D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent 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). Respondent 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. Respondent 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) Respondent 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent'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 Respondent'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 Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent'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) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

**RFP EXHIBIT C**  
**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

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND 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 RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT 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.**

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. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

**RFP EXHIBIT D**

**SAN ANTONIO INTERNATIONAL AIRPORT  
AIR SERVICE DEVELOPMENT INCENTIVE PROGRAM**

**San Antonio International Airport**  
**Air Service Development Incentive Program**

**OBJECTIVES:**

San Antonio International Airport (“SAT”) currently averages 130 daily commercial passenger departures to over 30 destination airports. The City of San Antonio has established a goal of attracting additional air carriers and increasing the number of non-stop routes from SAT to U.S. and international airports in order to stimulate competition, enhance the public’s choices for air travel and facilitate an increase in traffic at SAT.

The City of San Antonio recognizes that SAT competes with other airports for limited air carrier resources. The City realizes that there are challenges associated with the introduction of a new route and/or airline brand in the San Antonio market. The public’s awareness of new non-stop flights on unserved routes and new airlines entering the market is key to its continuation. In order to meet the demands of a growing and diversified market, the City of San Antonio through its Aviation Department is offering to all similarly situated air carriers the **San Antonio International Airport Air Service Development Incentive Program** (“Program”). This Program is authorized by the San Antonio City Council pursuant to Ordinance \_\_\_\_\_ dated \_\_\_\_\_.

**IMPLEMENTATION OVERVIEW:**

The City’s Aviation Department will use marketing incentive funds and landing fee rebates to attract new non-stop flights between SAT and unserved airports. Individual incentives will be available for no longer than 365 days commencing on the start date of the new service. Seasonal non-stop flights are not eligible for incentives under this Program. Uninterrupted year-round flights on unserved routes will be eligible for incentives.

Program incentives include funding for advertising costs associated with the introduction of new flights on unserved routes and/or new airline entrant brands beginning service at SAT. Incentives also include landing fee rebates for certain “targeted” routes. Funding levels for marketing and advertising vary based on the number of weekly frequencies on a single unserved and/or targeted non-stop route. Seven weekly flights on a single eligible route qualify to receive the maximum allowed marketing support. Reduced marketing support for the new air service may be available with less than seven weekly flights. However, there is a minimum requirement of at least three weekly flights in order to be eligible for marketing and advertising support.

The costs associated with this Program will not be included in the rate base for SAT airlines not participating in the Incentive Program without their express permission. Incentive offers will be extended to all similarly situated air carriers initiating flights on unserved routes on a “first-come-first-serve” basis. All offers for funding marketing expenses and landing fee rebates will be initiated by the Aviation Director in writing with offered amounts limited by Program guidelines and the particular fiscal year’s allocation. Marketing incentives and landing fee rebates will be available for no longer than a 365-day period beginning on the first day of the first month following the start date of the new air service.

Discontinuing air service on the incentivized route before the agreed-upon period ends will require a proportionate reimbursement of marketing funds to the City of San Antonio. Reducing weekly frequencies on the route during the incentivized period to less than the agreed upon level will reduce the amount of marketing funds to be spent and/or result in a proportionate reimbursement to the City for dollars already spent. Flight reductions to less than three weekly frequencies during the 365-day incentive period will require a proportionate reimbursement.

Any air carrier (hereafter referred to as the “Applicant”) wishing to participate in this Incentive Program will be required to submit an application and execute the Aviation Department’s Incentive Agreement prior to the start date of the new air service. Under the Incentive Agreement, the Applicant agrees to the applicable level of marketing incentives and agrees to reimburse the City for a portion of the marketing expenditures should the new service be discontinued or the frequencies be reduced within 365 days from the start date of service or the frequency drop below three weekly flights.

The incentives will be available to all similarly situated air carriers whether operating at SAT as a signatory or non-signatory airline provided that the airline has signed or signs the City of San Antonio’s *Airline-Airport Use and Lease Agreement* or *Airline-Airport Operating Permit Agreement*.

This Incentive Program is set forth for a 30-month period beginning April 1, 2011 and ending September 30, 2013. Funding for marketing and fee rebates will not exceed \$250,000 during the fiscal year ending September 30, 2011. During the budget process for fiscal years 2012, 2013 and 2014, the Aviation Department will establish a budget to include the marketing program (expenditure budget) and the estimated rebate of landing fees (contra revenue account budget). Each fiscal year budget for 2012 and 2013 should not exceed \$350,000; however, implementation may be continued into fiscal year 2014 for approved applications initiated before September 30, 2013. Once the budgeted funds in a given fiscal year are expended, the Program will be suspended until new or revised fiscal budgets are approved by the San Antonio City Council.

If at any time the FAA determines that this Incentive Program does not comply with any federal laws, rules, regulations, or grant agreements, the Aviation Department shall either immediately suspend noncompliant portions of the Program or terminate this Program by written notice to the airlines serving San Antonio and all other participants in this Program.

#### **I. MARKETING EXPENSE FUNDED BY AVIATION DEPARTMENT**

The City of San Antonio Aviation Department offers to advertise and promote ANY new U.S. and international service initiated at SAT and defined as: (i.) non-stop service to an airport destination not currently served and (ii.) new entrant carriers. Any Applicant that discontinued flights on a currently unserved route and is reinstating flights within 24 months of the stop date SHALL NOT QUALIFY for incentives offered under this Program for said route. This provision shall apply to any Applicant that has purchased or merged with another air carrier that previously provided service on the unserved route and is reinstating flights within 24-months of the stop date.

This Program does not provide direct payments to the airline for marketing and advertisement expenses. It instead offers to the airline an opportunity to develop a customized marketing plan in collaboration with the City's marketing firm and the Aviation Department. The marketing firm will make procurements not to exceed a specified dollar amount, which will be established by the Aviation Director based on the level of service and the Aviation Department's budget status at the time the new service begins. The marketing and promotional plan, jointly developed between the air carrier and the City's marketing firm, must be approved by the Aviation Director prior to implementation. Marketing is defined as advertising, receptions, promotions, banners, direct mail, familiarization trips, etc. The joint marketing and advertising plan will promote the San Antonio International Airport, the eligible air carrier's brand and the new route.

In the event that two or more airlines announce service on the same unserved route, marketing incentives under this Program will be offered by the City to the first air carrier to start air service on the unserved route.

Of the eligible marketing allowance, an initial amount of 25 percent will be paid by the City to cover start-up advertising expenses and will not be reclaimed by the City's Aviation Department should the air carrier discontinue the new service within the required 365-day period. The balance of marketing and advertising expenses paid by the City's Aviation Department for the remaining eligible amount will be subject to the air carrier's continuation of the eligible flight for 365 days commencing with the start date of new service. If the non-stop service is discontinued within 365 days from the start date, the air carrier will reimburse the City based on a pro-rated amount rounded to the nearest completed month of operation in a 12-month period.

The Aviation Department collaborates with the area Chambers of Commerce, the San Antonio Convention and Visitors Bureau, the City's Economic Development Department, and other visitor industry entities to target available advertising funding in new destination markets.

**A. MARKETING SUPPORT FOR NEW NON-STOP FLIGHTS INITIATED ON ANY UNSERVED U.S. & INTERNATIONAL ROUTES**

This Program offers to advertise and promote flights initiated on all new unserved non-stop routes from SAT to U.S. and international airports under the following conditions and levels of service:

- a) A maximum of \$100,000 is available to any air carrier that begins scheduled flights on an unserved route provided the service level is at least a minimum of one (1) daily round-trip frequency occurring seven (7) days per week for a maximum of 365 consecutive days.
- b) A maximum of \$75,000 is available to any air carrier that begins scheduled flights on an unserved route provided the service level is at least a minimum of one (1) daily round-trip frequency occurring five or six (5 or 6) days per week for a maximum of 365 consecutive days.
- c) A maximum of \$50,000 is available to any air carrier that begins scheduled flights on an unserved route provided the service level is at least a minimum of one (1)

daily round-trip frequency occurring three or four (3 or 4) days per week for a maximum of 365 consecutive days.

**Note:** Incentives will be offered on a “first-come-first serve” basis for each unserved non-stop route. The maximum incentive amount available to the Applicant will be allocated by the Aviation Director in accordance with the level of frequencies initiated as of the “start date” and the Aviation Department’s Air Service Incentive Program Budget. Should the Applicant increase frequencies during the initial 365-day period of the new service, additional marketing incentive funds will not be allocated. Should frequencies be reduced below the “start date” level, a proportionate reimbursement will be due to the City. Please refer to Section III of this document for a Summary Table of this Incentive Program.

**B. ADVERTISING INCENTIVES FOR “TARGETED” U.S. & INTERNATIONAL ROUTES**

The City’s Aviation Department offers to any air carrier initiating non-stop flights on unserved U.S. and international “targeted” routes **DOUBLE** the advertising incentives outlined above in Paragraphs A (a) through A(c)

The following table lists the City’s. “targeted” U.S. and international routes:

<b>DOMESTIC TARGET DESTINATIONS</b>	
Boston, MA (BOS)	Kansas City, MO (MCI)
Miami, FL (MIA)	Sacramento, CA (SMF)
Ft. Lauderdale, FL (FLL)	Albuquerque, NM (ABQ)
Seattle, WA (SEA)	Raleigh/Durham, NC (RDU)
Philadelphia, PA (PHL)	New Orleans, LA (MSY)
Washington, DC (DCA)	Indianapolis, IN (IND)
St Louis, MO (STL)	Orange County, CA (SNA)
New York/Kennedy, NY (JFK)	
<b>INTERNATIONAL TARGET DESTINATIONS</b>	
Guadalajara, Mexico (GDL)	Los Cabos, Mexico (SJD)
Mexico City, Mexico (MEX)	Monterrey, Mexico (MTY)
Puerto Vallarta, Mexico (PVR)	Toluca, Mexico (TLC)
Calgary, Canada (YYC)	Toronto, Canada (YYZ)

**Note:** Incentives will be offered on a “first-come-first serve” basis for each targeted route listed above. Once the targeted route listed above is served, it is no longer eligible for incentives under the San Antonio International Airport Air Service Development Incentive Program. The exception would be seasonal non-stop flights provided by an airline on a targeted route which would make the targeted route still available for incentives to the first air carrier initiating year-round service. Please refer to Section III of this document for a Summary Table of this Incentive Program.

### C. NEW ENTRANT BRAND MARKETING

In order to attract increased competition, non-stop routes and facilitate travel choices for San Antonio passengers, the City's Aviation Department offers to any new entrant air carrier marketing and advertising support to familiarize the local market with the new brand serving the airport. The entrant airline's brand will be advertised at **DOUBLE** the largest applicable advertising dollar level detailed above in Paragraphs A(a) through A(c). For example, a new entrant airline serving either a served or unserved route five days per week would be eligible for up to \$150,000 to advertise its brand in San Antonio.

All unserved routes flown by the new entrant air carrier, will be marketed by the City's Aviation Department at **DOUBLE** the applicable advertising funds detailed above in Paragraphs A(a) through A(c) as long as such does not exceed the amount available for a target market (Section B). For example, a new entrant air carrier serving any unserved or targeted route five days per week would be eligible to receive \$150,000 in marketing support to promote the new service in addition to brand marketing support. Please refer to Section III of this document for a Summary Table of this Incentive Program.

### D. ADDITIONAL AVIATION DEPARTMENT SPONSORED INCENTIVES FOR NEW NON-STOP ROUTES

- a) The airport advertising billboard, located on airport property at the corner of U.S. Highway 281 and South Terminal Drive, will include airline and new non-stop destination announcements. This information will be displayed for a minimum of three (3) months, coinciding with the introduction of the new service. This non-exclusive advertisement on the airport billboard will be provided at no charge to the airline initiating non-stop service to a new destination.
- b) To promote new air service and non-stop flights, the Aviation Department produces two (2) quarterly publications and one TV show. These marketing venues include:
  - ***Flight Guide***. San Antonio International Airport's quarterly publication, *Flight Guide*, will feature the airline and the new scheduled non-stop service on the outside and inside covers. The advertising will appear in the first quarterly *Flight Guide* that is published following the announcement of the new non-stop service, as long as the flights begin during the intended quarter. As an insert, the *Flight Guide* is distributed as a direct mail piece to the 10,000 subscribers of the *San Antonio Business Journal*. As such, it is an excellent advertising vehicle that directly reaches the San Antonio business community. Additional copies of this publication are mailed directly to parties who have asked to be on a mailing list and want to regularly receive this publication. *Flight Guides* are also sent to the local chambers of commerce offices for distribution or directly mailed to chamber members. This is another direct marketing effort promoting non-stop flights available to the San Antonio business community.
  - ***Flight Plan***. *The San Antonio International Airport Flight Plan* newsletter features articles concerning airport business and economic development. It

specifically spotlights new air service and is sent to area chambers of commerce, surrounding area newspapers, travel agents and individual businesses and industry leaders.

- *Airport Airwaves.* The City’s Aviation Department produces three “Airport Airwaves” TV shows annually on TVSA, Television for San Antonio, Channel 21, a government access channel granted to the City of San Antonio. The Aviation Department’s productions provide to the general public information and updates on events and programs impacting the airport traveler. When applicable, a selected production will also spotlight an air carrier and new non-stop flights introduced during the quarter. An “Airport Airwaves” production usually airs for a three-month period, three times per week.

c) Other direct marketing and promotions of new air service include the following:

- In conjunction with the airline making the announcement, the Aviation Department will issue press releases and sponsor an inaugural press event to promote all new non-stop routes and/or new airline entrant brands beginning service at SAT.
- Recognizing that the Airport serves a large portion of central and south Texas, the Aviation Department purchases advertising in local, as well as area, telephone directories. Depending on the space available, the airlines serving SAT are listed along with gate locations.
- The Aviation Department website also features the airlines serving the Airport, along with telephone numbers for reservations and direct links to airline homepages. Feature buttons on the Aviation Department’s web site link to news announcements regarding new air service. The Aviation Department also utilizes social media sites such as Facebook and Twitter to announce and promote new air service.

## **II. LANDING FEE REBATES FOR TARGETED ROUTES**

In addition to advertising incentives, any air carrier initiating non-stop flights on a “targeted” U.S. or international route (listed above in Section B) will be eligible to receive a rebate of paid landing fees (an amount per 1000 pounds of aircraft landed weight applicable to all commercial air carriers and established each fiscal year by the City). The landing fees eligible for rebatement will be those applicable to the particular flights flown on the incentivized route during the 365-day period commencing on the first day of the month following the month that service begins.

The City’s Aviation Department will not issue checks for rebated landing fees. All rebated fees will be returned to the air carrier as a credit, which will be applied to landing fees accrued during the period subsequent to the incentivized period. Granting rebates will be contingent upon the air carrier maintaining uninterrupted service on the incentivized route for a minimum period of 365-days commencing with the start date of the new service. The credit can be applied to any and all future landing fees due to the City commencing on the first date of the month following

the incentivized period. For example, if service begins June 7, 2011 the landing fees eligibility period begins July 1, 2011 and the credit is applied to landing fees beginning July 1, 2012.

Landing fee rebates will be available for all daily frequencies flown on the targeted route during the incentivized 365-day period. This is contingent upon flights remaining at a level of not less than three weekly frequencies during the incentivized period. For example, if an airline initially starts service on the targeted route with three daily flights per week and half way through the incentivized 365-day period increases the frequencies to five days per week, the landing fees for the increased frequencies will also be rebated. Conversely, if the frequencies drop below the minimum requirement of three weekly flights any time during the 365-day incentivized period, the air carrier will no longer be eligible for landing fee rebates.

**Note:** Incentives will be offered on a “first-come-first serve” basis for each targeted route listed above. Please refer to Section III of this document for a Summary Table of this Incentive Program.

### **III. SUMMARY TABLE**

Category	Prerequisites	SAT’s Advertising/ Promotional Plan Expenditures			Fee Rebated	Duration
		3x/4x Week	5x/6x Week	7x Week		
<b>Frequency:</b>	<b>Flight</b>					
Incumbent Air Carrier Serves Any New U.S. or International Unserved Route	. Any Airport Not Served from SAT Within Most Recent 24-Month Period by Applicant Airline and not a “Targeted” Market	\$50,000	\$ 75,000	\$100,000	_____	365 days starting from initiation service date
Incumbent Air Carrier Serves “Targeted” U.S. or International Route	. Marketing for EACH New Unserved Targeted Route Not Previously Served Within a 24-Month Period by Applicant Airline	\$100,000	\$150,000	\$200,000	Landing Fees for ALL Flights Flown by Applicant Airline on Targeted Route During Incentive Period	365 days starting from initiation service date
New Entrant Air Carrier	. New Entrant “Brand” Marketing Promotion	\$100,000	\$150,000	\$200,000	_____	365 days starting from initiation service date
	. Marketing if New Entrant Initiates Service on Any New Unserved Route	\$100,000	\$150,000	\$200,000	_____	
	. Marketing if New Entrant Initiates Service on Unserved Targeted Route	\$100,000	\$150,000	\$200,000	Landing Fees for ALL Flights Flown by Applicant Airline on Targeted Route During Incentive Period	

**SAMPLE**  
**SAN ANTONIO INTERNATIONAL AIRPORT**  
**AIR SERVICE INCENTIVE AGREEMENT**

This Air Service Incentive Agreement (Agreement) is entered into by and between the City of San Antonio (City), acting by and through its Aviation Director, and \_\_\_\_\_ (Airline) organized and existing under the laws of the state of \_\_\_\_\_, and it amends any current or future agreement or permit entered into between the City of San Antonio and Airline for use of any premises at San Antonio International Airport. This Agreement is entered pursuant to the terms of the San Antonio International Airport Air Service Development Incentive Program (Program), approved by City Council on \_\_\_\_\_, a copy of which is attached hereto and incorporated herein.

The City and the Airline, by their signatures to this Agreement, acknowledge that all incentives provided hereunder are to be governed by the Program. It is understood and agreed that the Airline and the eligible new non-stop service that Airline is offering at the San Antonio International Airport fall into Section \_\_\_ of the Program and the maximum eligible marketing incentive, to be paid directly to City's marketing firms, is \$\_\_\_\_\_. Of this eligible allowance, an initial marketing amount of \$\_\_\_\_\_ will be expended by City for start-up marketing expenses. Once this initial amount is expended, City will not assert any claims against Airline for such initial amount, and the amount will not be subject to route continuation. Expenditure of the remaining amount of \$\_\_\_\_\_ will be subject to continuation of the eligible flight for a minimum of 12 months (365 days) from the start date. These funds, if expended, must be refunded on a pro-rated basis, rounded to the nearest completed month, to City by Airline if Airline leaves the market and/or discontinues the new non-stop route earlier than twelve (12) months (365 days) from the service start date. In the event that Airline fails to repay such funds within thirty (30) days of City's request, Airline expressly consents to City's right to (1) deduct the funds from Airline's competitive credit, if Airline is entitled to or offered such under the Airline-Airport Use Agreement, and (2) make a claim under any security instrument, such as a bond or letter of credit, provided by Airline to City under the Airline-Airport Use Agreement, Airline Operating Permit, or City Ordinance. These remedies shall be cumulative upon all other remedies available to City.

If applicable under the Program, landing charges paid by Airline to City during the 12 month-period commencing on the first day of the month following the start date of the eligible flight will be rebated to Airline in the form credits that will be applied to landing fee charges assessed after the end of such 12-month period.

The term of the Agreement shall be one year starting from the effective of this Agreement. If necessary, the Agreement may be extended beyond one-year to cover any applicable rebates under the terms of the Program. At the end of the period, the Agreement is not subject to extension, but shall terminate automatically.

The effective date of this Agreement shall be \_\_\_\_\_.

IN WITNESS WHEREOF, the City of San Antonio and the Airline have caused this Memorandum of Agreement to be executed by their duly authorized officers, as of the \_\_\_\_\_ day of \_\_\_\_\_.

---

---

**Attachment I**