

CITY OF SAN ANTONIO

Aviation Department



**REQUEST FOR PROPOSAL  
("RFP")**

for

**Security Checkpoint Bin Advertising Program  
2012-049-CC**

**Release Date:** Sunday, June 10, 2012

**Proposals Due:** Monday, July 2, 2012, 11:00 a.m.

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## I. BACKGROUND

The City of San Antonio, Department of Aviation (“City”) seeks proposals from experienced and qualified firms to develop and operate a Security Checkpoint Bin Advertising Program (“Program”) at San Antonio International Airport (“SAT”). The selected Concessionaire(s) shall provide bins in accordance with Transportation Security Administration (“TSA”) specifications in sufficient numbers to meet TSA requirements. The selected Respondent shall be responsible for providing all equipment and supplies; installation, operation and maintenance required to successfully support the Program.

To be qualified, Respondents must either:

- be on the TSA’s Pre-Qualified Advertising Broker List (“List”) as described in RFP Exhibit A, Bin Advertising Program Rollout Guide – **OR** –
- successfully complete the steps required to become a Pre-Qualified Advertising Broker and be on the List within a reasonable period of time following notification by City of selection for contract award. City shall determine reasonableness of time allowed, at its sole discretion, based on consultation with TSA on typical timeline to become pre-qualified. (See Steps 3c and 3d of RFP Exhibit A.)

### A. AIRPORT INFORMATION

**Overview** - Owned and operated by the City, SAT serves over 8 million passengers annually, including airport employees and visitors. Currently SAT is comprised of two terminals. Terminal A is a 400,500 square foot terminal building featuring 16 passenger loading gates; Terminal B consists of a 240,700 square foot terminal building featuring 8 passenger loading gates.

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

Terminal A	Terminal B
<ul style="list-style-type: none"> <li>• Aeromexico</li> <li>• Delta</li> <li>• InterJet</li> <li>• Southwest/AirTran<sup>[a]</sup></li> <li>• United<sup>[b]</sup></li> <li>• US Airways</li> <li>• VivaAerobus</li> <li>• Alaska Airlines<sup>[c]</sup></li> </ul>	<ul style="list-style-type: none"> <li>• American</li> <li>• United<sup>[b]</sup></li> </ul>

<sup>[a]</sup> Airtran began service to Mexico May 24, 2012

<sup>[b]</sup> United is currently operating from both Terminal A and Terminal B. It is expected to operate only from Terminal B by summer 2012.

<sup>[c]</sup> Alaska Airlines is expected to begin service in September 2012.

The Federal Aviation Administration (FAA) classifies SAT as a medium hub airport. The airlines operate over 133 daily scheduled departures to 30 non-stop destinations. In 2011, there

were over 4 million enplanements at SAT, including approximately 88,000 international enplanements to Mexico cities. Detailed enplanement data are shown in the following table:

<b>ENPLANED PASSENGERS BY AIRLINE BY CALENDAR YEAR</b>			
<b>Domestic and International Airlines</b>	<b>CY 2009</b>	<b>CY 2010</b>	<b>CY 2011</b>
Aeromexico	13,520	22,996	52,461
AirTran	120,839	135,917	115,315
Delta	439,079	561,028	644,488
Frontier	84,347	62,120	81,709
Mexicana*	56,920	42,342	-
Southwest	1,469,818	1,497,648	1,519,367
United	271,818	274,725	301,868
US Airways**	94,966	198,139	222,254
Other Carriers	87,968	66,048	40,339
<b>Terminal A Total</b>	<b>2,639,275</b>	<b>2,860,963</b>	<b>2,977,801</b>
American Airlines	815,550	724,228	694,132
Continental Airlines	450,614	436,879	399,848
<b>Terminal B Total</b>	<b>1,266,164</b>	<b>1,161,107</b>	<b>1,093,980</b>
<b>Total Enplanements</b>	<b>3,905,439</b>	<b>4,022,070</b>	<b>4,071,781</b>

\*Mexicana discontinued service to SAT in September 2010

\*\*US Airways moved to Terminal A in June of 2009

NOTES:

- 1) Additional information concerning historical enplanements by carrier is available from the City's web site at: <http://www.sanantonio.gov/Aviation/statistics.asp>.
- 2) San Antonio International Airport expects 2% average annual growth for the next five years.
- 3) All data above is provided for informational purposes only and is subject to change. No assurance can be given as to the levels of aviation activity that will be achieved at the Airport in the future. Future traffic at the Airport is sensitive to a variety of factors including: (1) the growth in population and economy of the area served by the Airport, (2) national and international economic conditions, (3) air carrier economics and air fares, (4) the availability and price of aviation fuel, (5) air carrier service and route networks, (6) the capacity of the air traffic control system, (7) the capacity of the Airport/airways system, and (8) other factors. Slow or negative traffic growth in many areas; increased competition among air carriers; consolidation and mergers among air carriers; increased fuel, labor, equipment and other costs; and changes in the availability and cost of capital have combined recently to reduce profits materially or to cause losses for some air carriers. Accordingly, the City does not guarantee the accuracy of the data or that the current airline market shares at the Airport will continue.

**Terminal A** - Terminal A has a total of 16 gates served by a single security checkpoint. The Terminal A checkpoint has 6 assigned lanes. The security checkpoint is operated daily from 4:00 a.m. to 9:30 p.m. Terminal A served approximately 3 million passengers in 2011.

**Terminal B** - Terminal B has a total of 8 gates served by a single security checkpoint. The Terminal B checkpoint has 4 assigned lanes. The security checkpoint is operated daily from 4:00 a.m. to 8:00 p.m. Terminal B served approximately 1.1 million passengers in 2011.

**Unique Operating Characteristics** - Respondents should understand that the airport environment presents vendors with unique challenges. Listed below are some of the key factors that may affect operations at the Airport:

1. The Airport is open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport.
2. Everyone assigned to work at the Airport is considered an ambassador of the City and SAT; thus, employee training and superior customer service are essential.
3. All employees needing access to the secured areas must pass a TSA-mandated security background check and be properly badged. See RFP Exhibit B for Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License at San Antonio International Airport (SAT).
4. The San Antonio International Airport is a non-smoking facility. Employees and passengers are not permitted to smoke within the terminals.

## **B. Security Checkpoint Bin Advertising Program Information**

**Program Goals** - The goals of the Program are to allow advertisements to be placed in the inside bottom of security checkpoint bins as a means of generating revenue for the Airport while providing the TSA with replacement bins and program materials at no cost.

**Program History** – This RFP, if successful, will launch the Program at SAT. Bins currently in use at the security checkpoints are the property of the TSA.

**Contract Term** – This contract opportunity was created through a Memorandum of Understanding between TSA and the City. Respondents should note that City will have the right to terminate the contract resulting from this solicitation for convenience. TSA may require City to initiate such termination for convenience at any time.

## **II. SCOPE OF SERVICES**

The selected Respondent shall have the right, privilege, and obligation to develop and operate a Security Checkpoint Bin Advertising Program at SAT. Specific materials and services to be provided by the Selected Respondent shall include, but are not limited to, the following:

1. Initially provide, at no cost to City or TSA, the following items (Equipment) in amounts indicated or in sufficient number to meet TSA per lane requirements as may be changed over the term of the Agreement resulting from this RFP:
  - a. 90 bins per lane;
  - b. three bin transportation carts per lane; and,
  - c. 3 tables per lane.
2. All Equipment must conform to TSA specifications in all aspects of design, including but not limited to: material, weight, capacity, and measurement. If within TSA specifications, bins must be made of recycled material.
3. Delivery of Equipment will be made in the evening hours after terminal checkpoints have closed to minimize the impact of operations. Terminal B checkpoint closes at 8:00 p.m. and Terminal A checkpoint closes at 9:30 p.m. A date and time for deliveries will be determined when the Equipment is ready to be delivered. During initial delivery, TSA will dispose of current gray bins.
4. Replace all Equipment, in quantities stated above or in quantities required by the then most current TSA lane requirements, at no cost to City or TSA, at least every three months during the term of the Agreement resulting from this RFP. Replaced bins must be recycled.
5. Sell advertising to be placed on security checkpoint bins in compliance with all TSA requirements.
6. Provide advertisements to the City for approval prior to placement in bins.
7. Remit an agreed upon percent of gross advertising revenue for each month by the 15<sup>th</sup> day of the following month along with the monthly report in a form to be approved by the City.
8. Ownership of the then current inventory of bins shall convert to City in the event the Agreement is terminated for any reason.

### **III. TERM OF AGREEMENT**

The Agreement resulting from this RFP will become effective and binding upon execution by the City. The Term will commence on the Effective Date and shall expire on the fifth anniversary.

### **IV. PRE-SUBMITTAL CONFERENCE**

No Pre-Submittal Conference will be held.

### **V. PROPOSAL REQUIREMENTS**

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

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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. (May not exceed 3 pages.)

TAB B. GENERAL INFORMATION & REFERENCES FORM: Complete and submit RFP Attachment 1.

TAB C. EXPERIENCE, BACKGROUND & QUALIFICATIONS: Complete and submit RFP Attachment 2. (May not exceed 20 pages, including resumes.)

TAB D. PROPOSED PLAN - Complete and submit RFP Attachment 3. (May not exceed 15 pages.)

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

TAB E. COMPENSATION SCHEDULE - Complete and submit RFP Attachment 4.

TAB F. DISCRETIONARY CONTRACTS DISCLOSURE FORM: Download, complete, print, sign and submit the form found at the following link:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>

TAB G. LITIGATION DISCLOSURE FORM: Complete and submit RFP Attachment 5. 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. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS: Complete, sign and submit the required ACDBE Good Faith Effort Plan (GFEP) for Federally Funded Contracts (ACDBE Form 1), found in this RFP as Attachment 6. If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to ACDBE Form 1.

If the Respondent is a joint venture, complete and submit RFP Attachment 7, ACDBE LLC/Joint Venture Information. Attach a copy of the Joint Venture Agreement to the ACDBE LLC/Joint Venture Information form, if available. If the Joint Venture Agreement is not available, attach either a Teaming Agreement, or an Agreement in Principle of Major Deal Points.

If Respondent is not a joint venture, obtain signatures and submit RFP Attachment 8, Letter of Intent for Federally Funded Contracts for each sub-contractor listed on RFP Attachment 6, DBE Good Faith Effort Plan for Concession Contracts (ACDBE Form 1).

Respondents **must** submit a Narrative Statement to include but not limited to:

- 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.
- Description and documentation of ACDBE contribution(s) and role(s) in the proposed concept that meets the requirements

Place original ACDBE documentation as Tab H within Respondent's ORIGINAL proposal only. Additional copies are not required.

TAB I. PROOF OF INSURABILITY: Submit a letter from Respondent's insurance provider stating provider's commitment to insure the Respondent for the types and levels of coverage 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. PROPOSAL BOND: Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of fifty percent (50%) of the proposal Minimum Annual Guarantee (MAG) or TEN THOUSAND DOLLARS (\$10,000.00), which ever is greater.

The proposal bond must provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond. The Proposal Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.

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

TAB K. FINANCIAL INFORMATION: Submit the following financial information:

- If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally

accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

- If the proposing entity is a wholly-owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venturer must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.
- If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

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

TAB L. SIGNATURE PAGE: Complete, sign and submit RFP Attachment 9. 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 M. PROPOSAL CHECKLIST: Complete and submit RFP Attachment 10.

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

## **VI. AMENDMENTS TO RFP**

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

Section VII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

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

## VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, four (4) 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, “**Security Checkpoint Bin Advertising Program**” on the front of the package.

All proposals must be received in the City Clerk's Office no later than **11:00 a.m., Local Time, on Monday, July 2, 2012** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

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

Physical Address:

Office of the City Clerk  
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 V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on RFP Attachment 1, General Information and References form.

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

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) 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.

## **VIII. RESTRICTIONS ON COMMUNICATION**

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

Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **11:00 a.m., Local Time, on Tuesday, June 19, 2012**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Cheryl V. Caylao, Procurement Specialist II  
City of San Antonio, Purchasing and General Services Department  
Cheryl.Caylao@sanantonio.gov

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

3. 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.
  3. 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.
  4. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **IX. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the

RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (40 points)
- B. Proposed Plan (20 points)
- C. Compensation (20 points)
- D. Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) (20 points):

ACDBE participation shall be evaluated based RFP Exhibit C, Airport Concessionaire Disadvantaged Business Enterprise Program Overview and Requirements and on the Good Faith Effort Plan (GFEP) and other information submitted by Respondent as set forth in the RFP Section V, Proposal Requirements. .

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

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- A. 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.
- B. 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.
- C. 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 in substantially the form as attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

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

## **XI. PERFORMANCE BOND**

If selected, Respondent shall provide a performance bond, in a form acceptable to the City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of 50% of the accepted Minimum Annual Guarantee (MAG) amount. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. In lieu of a performance bond, City may accept a Letter of Credit in a form acceptable to the City, issued by a banking institution acceptable to the City.

## **XII. SCHEDULE OF EVENTS**

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

RFP Release Date	<b>Sunday, June 10, 2012</b>
Pre-Submittal Conference	<b>No Pre-Submittal will be held.</b>
Final Questions Accepted	<b>Tuesday, June 19, 2012 @ 10:00 a.m.</b>
Proposals Due	<b>Monday, July 2, 2012 @ 11:00 a.m.</b>

## **RFP ATTACHMENTS**

**RFP ATTACHMENT 1**

**GENERAL INFORMATION & REFERENCES FORM**

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

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

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

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

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

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

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

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

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

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

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

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

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

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign
- Other If checked, list business structure: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

Yes  No

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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11. **Previous Contracts:**

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

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

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

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

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

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

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12. Insert the required information on three (3) references for whom 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: \_\_\_\_\_

**Reference No. 2:**

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

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

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

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

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

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

**Reference No. 3:**

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

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

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

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

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

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

## **RFP ATTACHMENT 2**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items.

1. Describe Respondent's relevant experience on three projects similar to the scope of services requested in this RFP. Describe relevant operation and management experience and include the following:
  - a. Length of time providing security checkpoint bin advertising program services;
  - b. Total number of security checkpoint bin advertising programs currently operated by your firm at other airports.
2. List key personnel who will be assigned and actively involved in the Program's development and operation. Include resumes for each person listing relevant experience, licenses, certifications, associations, specialized training, etc.
3. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
4. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFP ATTACHMENT 3

### PROPOSED PLAN

Respondent shall provide a Proposed Plan which includes the following components:

1. **Start-up Plan** - Provide a detailed start-up plan, describing how Respondent will implement the security checkpoint bin advertising Program at SAT. This plan should have sufficient detail and include a timeline to inform City and TSA of what to expect for Start-up and what roles, if any, they will have in receiving, inventorying, signing for deliveries or other as may be needed or proposed by Respondent.
2. **Equipment Plan** – Provide specifications for all bins, bin transportation carts and tables to be supplied. Describe what assurances Respondent will provide to validate that all items conform all TSA requirements. Include a description of how the advertisements will be produced on bins.
3. **Advertising Plan** – Provide a detailed description of how advertising will be sold, developed, presented for approval, and placed in bins. This description should include specific information on cost of ads, billing cycles, and collections.
4. **Operating Plan** – Provide details on how the bins will be cleaned and/or replenished if any during period of service. Indicate how the City and TSA will be notified of quarterly change-outs.
5. **Additional Information** - Provide any additional information that should be considered in the evaluation of your submittal.

**RFP ATTACHMENT 4**

**COMPENSATION SCHEDULE**

Proposers may base their Rent to the City on: 1) minimum annual rental payment per year, 2) a percent of revenue based on proposed revenue tiers, or 3) a combination of (1) and (2). The minimum annual guaranteed payment for each lease year shall be equal to 85% of the Percentage Rent payable during the previous Lease Year, but not less than the MAG for Lease Year 1. Any year cannot be less than the actual payments for any previous year.

- A. Proposed Minimum Annual Guarantee Rent (MAG):** Indicate the Minimum Annual Guarantee Rent (“MAG”) you propose to pay the City for the first year of the Contract Term. Note: Proposed MAG shall be paid to the City in equal monthly installments during each year of the term.

<b>Payment to City</b>
Year 1 Minimum Annual Guarantee Rent (MAG) to City: \$ _____

- B. Proposed Percentage Fee Rate(s):** In the table below, please enter the proposed Percentage Fee Rate(s), if applicable.

<b>Revenue</b>	<b>Percentage Fee Rate</b>
	%

**RFP ATTACHMENT 5**

**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 6 - DBE/ACDBE FORMS**

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

**(DBE/ACDBE FORM 1)**

**NAME OF PROJECT:** Airport Security Checkpoint Bin Advertising Program

**RESPONDENT INFORMATION:**

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

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

- List **ALL SUBCONTRACTORS/SUPPLIERS** that will be utilized on this contract. **The apparent successful Respondent 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. **If the Aviation Department does not receive completed LOIs, Respondent’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 Respondent, subcontractor, or supplier. **Written notices to firms contacted by the Respondent 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 respondent's good faith efforts, it may be necessary to provide the City with copies of the written notices to all firms contacted by the Respondent for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. If requested by the DBE/ACDBE Liaison, copies of said notices must be provided to the DBE/ACDBE Liaison within five (5) business days of such request. Such notices shall include information on the plans, specifications and scope of work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AFFIRMATION**

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

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

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

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

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

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

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

**RFP ATTACHMENT 7**

**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 8**

**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)  
LETTER OF INTENT  
FOR FEDERALLY FUNDED CONTRACTS**

The requirements of 49 CFR Part 26 (Section 26.53), of the U.S. Department of Transportation, requires that all bidders/proposers comply with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders/proposers to submit the following information from each Subcontractor/Supplier for this contract (as listed on Item 1 of DBE Good Faith Effort Plan for Federally Funded Contracts [DBE Form 1]):

**NAME OF PROJECT: Security Checkpoint Bin Advertising Program**

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

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

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



Name of Subcontractor/Supplier: \_\_\_\_\_

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

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

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

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

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

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

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

Annual Gross Receipts of the Firm: \_\_\_\_\_ Less than \$500, 0000 \_\_\_\_\_ \$500,000 to \$1 million  
\_\_\_\_\_ \$1 million to \$2 million \_\_\_\_\_ \$2 million to \$5 million  
\_\_\_\_\_ Over \$5 million

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

The proposer is committed to utilizing the above-named firm for the work described above. The estimated contract percentage value % \_\_\_\_\_.

Affirmation

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

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

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

NAME OF PROJECT: **Security Checkpoint Bin Advertising Program**

DECLARATION OF PRIME CONTRACTOR

*I hereby declare and affirm that I am the*

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

*and a duly authorized representative of*

\_\_\_\_\_  
*(Name of Prime Contractor)*

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

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

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

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

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

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

## RFP ATTACHMENT 9

### 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 D & E.
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 10

### 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</li> </ul>	
C	Experience, Background & Qualifications <ul style="list-style-type: none"> <li>• RFP Attachment 2</li> </ul>	
D	Proposed Plan <ul style="list-style-type: none"> <li>• RFP Attachment 3</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	Compensation Schedule <ul style="list-style-type: none"> <li>• RFP Attachment 4</li> </ul>	
F	Discretionary Contracts Disclosure Form <ul style="list-style-type: none"> <li>• Download from the link provided RFP Section V.</li> </ul>	
G	Litigation Disclosure Form <ul style="list-style-type: none"> <li>• RFP Attachment 5</li> </ul>	
H	ACDBE Requirements: <ul style="list-style-type: none"> <li>• * ACDBE Good Faith Effort Plan Form (RFP Attachment 6)</li> <li>• Associated Certificates, if applicable</li> <li>• ACDBE LLC/Joint Venture Information Form (RFP Attachment 7), if applicable</li> <li>• * Letter of Intent for Federally Funded Contracts (RFP Attachment 8), if applicable</li> <li>• Narrative</li> </ul> <p style="text-align: right;"><i>Provide original and one (1) additional copy.</i></p>	
I	Proof of Insurability <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
J	Proposal Bond and Associated Power-of-Attorney	
K	* Signature Page <ul style="list-style-type: none"> <li>• RFP Attachment 9</li> </ul>	
L	Proposal Checklist <ul style="list-style-type: none"> <li>• RFP Attachment 10</li> </ul>	
	One (1) Original, Four (4) 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**

# **Bin Advertising Program Rollout Guide**

**Version 1.3  
January 31, 2011**



**Transportation  
Security  
Administration**

## Overview

Bins are used at checkpoints nationwide to facilitate the movement of passenger property through the security screening process. Bins are classified as soft materials, which are generally defined as any supporting checkpoint equipment that does not require a power source. Currently, bins and other soft materials, such as stainless steel tables and bin carts used by some airports, are funded by the Transportation Security Administration (TSA). The cost to provide these soft materials within airports nationwide is not a one-time investment, as the equipment requires replacement over time, as often as monthly for bins.

In 2006, a private sector vendor proposed placing advertisements in TSA checkpoints. Such advertisements would be displayed on plastic mats adhered to the interior bottom of bins used during the checkpoint screening process.

With Federal Security Director (FSD) permission, airport operators could enter into contractual agreements with advertising brokers to place advertisements in TSA checkpoint bins. An advertising broker is any vendor willing to provide services to coordinate and manage bin advertising at an airport. Advertising brokers generated revenue by obtaining corporate sponsorship for bin advertisements, and airport operators were compensated by advertising brokers in an amount negotiated by both parties. As part of the agreement, advertising brokers would provide TSA with the use of a specified number of TSA-approved bins, bin carts, and stainless steel divest/compose tables with replacement over time, all at no cost to TSA.

TSA piloted this concept at 14 airports for a one-year term beginning in May 2007 using two advertising brokers, SecurityPoint Media, LLC and The Adason Group. The pilot received positive feedback, and in October 2008, bin advertising at TSA checkpoints was approved as a national programmatic option for FSDs and airport operators.

## Program Mission

To enable cost savings opportunities for the Transportation Security Administration by supporting Federal Security Directors with agreements to receive soft materials at no cost to the agency.

## Program Objectives

- To provide clear, timely guidance to the field regarding program strategy, intent, and direction
- To support FSDs with program stand-up at participating airports
- To track information necessary to measure performance and ensure program consistency
- To continuously improve on programmatic options and benefits available to TSA

## **Benefits**

- Provides use of soft materials including, but not limited to, bins, bin carts, and divest/compose tables at no cost to TSA
- Provides regular replacement of soft materials at no cost to TSA
- Provides an opportunity for checkpoints currently without bin carts to use them for safety and efficiency gains at no cost to TSA
- Enables cost savings opportunities on soft materials that can be applied to other agency initiatives and programs
- Provides airport operators with an opportunity to gain an additional source of revenue from advertisement sales
- Allows TSA to provide specifications for and approval of soft materials that an advertising broker proposes for use at a checkpoint
- Presents a clean, consistent checkpoint appearance
- Reserves TSA's right to cease advertisements that create serious controversy or adverse public relations

## **Considerations**

### **Financial Compensation**

Per program guidelines, TSA cannot seek nor accept financial compensation for participation in the Bin Advertising Program. In lieu of financial compensation, TSA can only accept the use of checkpoint-related materials in return for allowing Airport Operators and their contracted Advertising Brokers to advertise on the interior bottom of bins within TSA checkpoint space.

### **Ownership of Soft Materials**

TSA does not assume title to any equipment provided through the Bin Advertising Program. The Advertising Broker generally owns equipment provided for use at a checkpoint; however, the Airport Operator and Advertising Broker must determine the title of soft materials to be used by TSA.

### **Approval of Soft Materials**

TSA must verify that soft materials provided for use at the checkpoint meet specifications and do not interfere with the screening process. Before TSA deems a prospective advertising broker's soft materials as qualified, their bins must undergo testing by the National Safe Skies Alliance to ensure that x-ray images are not negatively impacted.

### **Seeking Competition**

To protect TSA from potential degradation of an Advertising Broker's products and services over time, the MOU states that an Airport Operator must seek competition from at least two vendors. If two bids cannot be obtained, the Airport Operator must submit a written justification of its attempt to seek competition, and provide it to the Bin Advertising Program Office for approval prior to entering into an agreement.

## **Approval of Advertisements**

An Airport Operator's established advertising standards will govern the advertisements placed in bins. TSA will generally not screen, select, veto, or otherwise control specific advertisements on the bins, as long as they meet standards and do not impede TSA operations. If a specific advertisement creates serious controversy or adverse public relations for TSA, TSA can immediately discontinue use of those bins.

## **Program Office**

To contact the Bin Advertising Program Office for support with any program-related questions, send an e-mail to: [binadvertising@tsa.dhs.gov](mailto:binadvertising@tsa.dhs.gov)

## **Getting Started**

FSDs interested in participating in the Bin Advertising Program should **first make contact with the Bin Advertising Program Office**. Although the program is intended to be self-sufficient for local TSA to plan for and manage, the Bin Advertising Program Office will need to track airports participating in the program at a national level. The Program Office will also provide the field with any necessary guidance and support throughout the planning and implementation process.

## **Rollout Process**

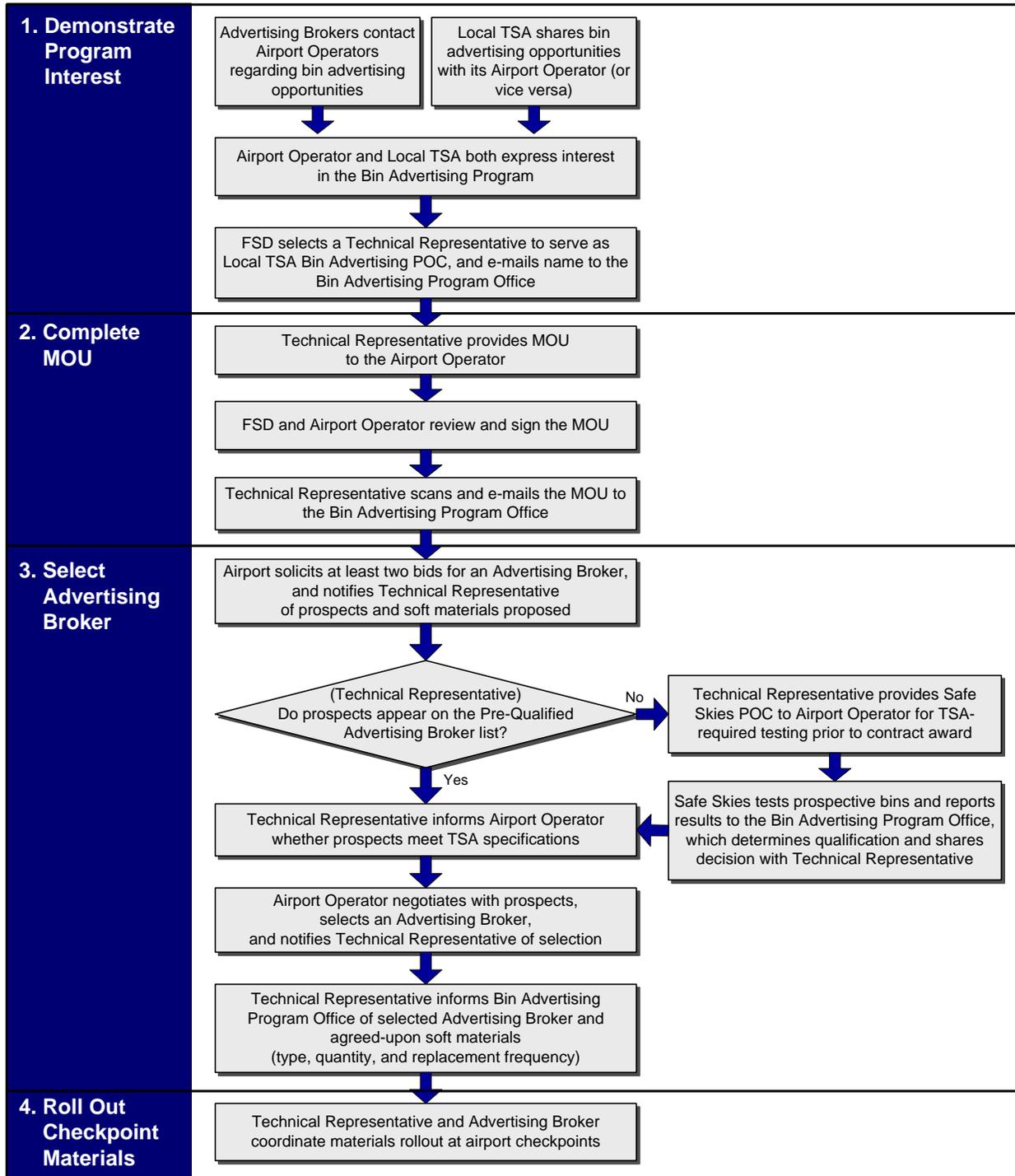
Rolling out the Bin Advertising Program at an airport can be accomplished in four main steps:

1. Demonstrate Program Interest
2. Complete MOU
3. Select Advertising Broker
4. Roll Out Checkpoint Materials

Within each of the four steps are specific activities that must be completed in order to ensure proper planning, communication, and documentation across all parties involved.

The process map on the following page is a snapshot of the key activities that should take place to properly plan for and implement the Bin Advertising Program at an airport. Specific details related to each of the steps and activities illustrated in the process map are described on the pages following.

## Bin Advertising Program Rollout Process



Updated 11/19/2008

## 1. DEMONSTRATE PROGRAM INTEREST

### 1a. Advertising Brokers contact Airport Operators regarding bin advertising opportunities -or- Local TSA shares bin advertising opportunities with its Airport Operator (or vice versa)

- An Advertising Broker could approach an Airport Operator presenting opportunities for the airport to gain revenue by placing advertisements on the interior bottoms of TSA checkpoint bins
- Conversely, an FSD or other Local TSA personnel could approach its Airport Operator with an opportunity to participate in TSA's Bin Advertising Program, whereby the Airport Operator would gain revenue and TSA would gain the use of checkpoint materials at no cost in exchange for allowing advertising on the interior bottoms of TSA checkpoint bins
- An Airport Operator may have heard about the Bin Advertising Program through TSA contacts or other channels, and could approach Local TSA about pursuing the opportunity

### 1b. Airport Operator and Local TSA both express interest in the Bin Advertising Program

- Local TSA may reference the Bin Advertising Information Sheet to facilitate discussion and information sharing with an Airport Operator about the program. This document is found on the Bin Advertising Program SharePoint site:  
<https://staffcollaborator.tsa.gov/sites/SecurityOperations/OOP/BinAdvertising/default.aspx>
- Both the Airport Operator and the FSD must express interest in the Bin Advertising Program for the program to exist at an airport

### 1c. FSD selects a Technical Representative to serve as Local TSA Bin Advertising POC, and e-mails name to the Bin Advertising Program Office

- Once Local TSA shows interest in participating in the Bin Advertising Program, the FSD should designate a Technical Representative
- The Technical Representative is a TSA staff member who locally manages the Bin Advertising Program through its planning and roll out, and continues to oversee the program's ongoing maintenance needs. This role will also serve as the Local TSA point of contact between an airport and the HQ Bin Advertising Program Office
- The FSD should provide the designated Technical Representative's name, phone number, and e-mail address to the Bin Advertising Program Office at [binadvertising@tsa.dhs.gov](mailto:binadvertising@tsa.dhs.gov)
- Per MOU procedures, the Program Contracting Officer will e-mail an acceptance of the FSD-nominated Technical Representative to the FSD. The Program Office will begin using the Technical Representative as the Local TSA POC going forward

## 2. COMPLETE MOU

### 2a. Technical Representative provides MOU to the Airport Operator

- The MOU is a document that governs TSA's relationship with an Airport Operator as both parties agree to participate in the Bin Advertising Program. It also defines TSA's requirements regarding the materials TSA will use at its checkpoints as part of the program
- A complete MOU is required for Local TSA and Airport Operator participation in the Bin Advertising Program
- As information sharing takes place between Local TSA and its Airport Operator, the Technical Representative should provide a copy of the latest MOU to the Airport Operator for review
- An Airport Operator may have received a copy of the MOU from an Advertising Broker seeking marketing opportunities at an airport. If this is the case, ensure that the Airport Operator has the most recent version of the document
- The MOU document can be found on the Bin Advertising Program SharePoint site:  
<https://staffcollaborator.tsa.gov/sites/SecurityOperations/OOP/BinAdvertising/default.aspx>

### 2b. FSD and Airport Operator review and sign the MOU

- The FSD, Airport Operator, and Bin Advertising Program Contracting Officer must agree to the terms outlined in the MOU, and sign the document before the Airport Operator can enter a contract with any Advertising Broker for the purposes of bin advertising
- The Technical Representative may need to coordinate the effort between the FSD and Airport Operator, and be available to answer any questions that arise

### 2c. Technical Representative scans and e-mails the MOU to the Bin Advertising Program Office

- The Bin Advertising Program Contracting Officer is the third signature required to complete a MOU document
- Once an MOU is signed by an FSD and Airport Operator, the Technical Representative should scan and e-mail the MOU to the Bin Advertising Program Office at [binadvertising@tsa.dhs.gov](mailto:binadvertising@tsa.dhs.gov)
- The Contracting Officer will ensure that the Technical Representative receives a copy of the complete MOU. The Technical Representative should ensure that the Airport Operator receives a copy of the complete MOU
- Any modifications to the MOU must be in writing and signed by the FSD, the Airport Operator, and the Contracting Officer

### 3. SELECT ADVERTISING BROKER

#### 3a. Airport solicits at least two bids for an Advertising Broker, and notifies Technical Representative of prospects and soft materials proposed

- Once the MOU is signed, the Airport Operator should, independently of TSA, solicit at least two competitors to bid for providing Advertising Broker services
- The Airport Operator must contact the Technical Representative to confirm suitability of the soft materials being offered by prospective Advertising Brokers as proposals are submitted

#### 3b. Technical Representative determines whether prospects appear on the Pre-Qualified Advertising Broker list. If prospect does appear on the list, go to step 3e. If prospect does not appear on the list, go to step 3c.

- Before allowing the use of any soft materials at the checkpoint, TSA must first verify whether the Advertising Broker's product offering does not negatively impact checkpoint screening operations. In particular, TSA must test the proposed bins to ensure that they do not interfere with x-ray images
- Some Advertising Brokers could already have undergone bin testing through the National Safe Skies Alliance ("Safe Skies") and been approved for use at TSA checkpoints
- An Airport Operator should not enter into a contract with an Advertising Broker unless its products meet TSA's qualifications for use at the checkpoint
- A list of Pre-Qualified Advertising Brokers can be found on the Bin Advertising Program SharePoint site: <https://staffcollaborator.tsa.gov/sites/SecurityOperations/OOP/BinAdvertising/default.aspx>

#### 3c. Technical Representative provides Safe Skies POC to Airport Operator for TSA-required testing prior to contract award

- If an Advertising Broker does not appear on the Pre-Qualified Advertising Broker list, the prospective vendor's bins must undergo testing by Safe Skies. Prospective Advertising Brokers must fund the testing required for product qualification
- The Technical Representative will provide Safe Skies contact information to prospective Advertising Brokers requiring testing. The Safe Skies POC who can arrange for a prospective Advertising Broker's bin testing is: Lori Anderson, (865) 738-2055, lori.anderson@sskies.org.
- Prospective Advertising Brokers undergoing testing must be advised that they will need to authorize release of the resulting Safe Skies report to the TSA Bin Advertising Program Office at [binadvertising@tsa.dhs.gov](mailto:binadvertising@tsa.dhs.gov). The Program Office will review and determine whether the prospective Advertising Broker's soft materials meet requirements
- Inform the Bin Advertising Program Office of any prospective Advertising Brokers that do not appear on the Pre-Qualified list for tracking purposes

**3d. Safe Skies tests prospective bins and reports results to the Bin Advertising Program Office, which determines qualification and shares decision with Technical Representative**

- With the prospective Advertising Broker's authorization, Safe Skies will release its test report to TSA's Bin Advertising Program Office for review
- Based on the test results, the Bin Advertising Program Office will make a decision on whether or not the selected Advertising Broker's product offering meets TSA requirements. Any findings indicating that a product offering has an adverse effect on the screening process will affect TSA's decision
- The Bin Advertising Program Office will inform the Technical Representative of whether a prospective Advertising Broker is qualified or not

**3e. Technical Representative informs Airport Operator whether prospects meet TSA specifications**

- Based on either the Pre-Qualified Advertising Broker list or the Bin Advertising Program Office's decision following Safe Skies testing, the Technical Representative will advise an Airport Operator if a prospective Advertising Broker's product offering meets TSA's requirements
- The Airport Operator should enter into a contract only with the Advertising Brokers whose product offering is deemed qualified for use at checkpoints by TSA

**3f. Airport Operator negotiates with prospects, selects an Advertising Broker, and notifies Technical Representative of selection**

- Per the MOU, the Advertising Broker an Airport Operator selects must meet TSA specifications for the checkpoint furnishings, and the FSD must concur with the Airport Operator's Advertising Broker selection
- The Airport Operator will inform the Technical Representative of the Advertising Broker selected for contract

**3g. Technical Representative informs Bin Advertising Program Office of selected Advertising Broker and agreed-upon soft materials (type, quantity, and replacement frequency)**

- When an Airport Operator enters into an agreement with an Advertising Broker, the Technical Representative will inform the Bin Advertising Program Office at [binadvertising@tsa.dhs.gov](mailto:binadvertising@tsa.dhs.gov)
- The Technical Representative will submit the following information to the Bin Advertising Program Office:
  - Advertising Broker Name
  - Advertising Broker POC name, phone number, and e-mail address
  - List of agreed-upon soft materials, including type, quantity, and replacement frequency

## 4. ROLL OUT CHECKPOINT MATERIALS

### 4a. Technical Representative and Advertising Broker coordinate materials rollout at airport checkpoints

- The approved Advertising Broker and Technical Representative will coordinate to implement agreed-upon soft materials at designated airport checkpoints
- It is highly recommended that an airport transition checkpoint materials overnight to minimize disruption to the traveling public. The Bin Advertising Program Office is available to support Local TSA with an Advertising Broker's planning and implementation of soft materials, as necessary
- Handling the removal of any existing soft materials will be a local decision. Options for unnecessary soft materials may include disposal, local storage, or transfer to another airport. Any costs associated with the removal of existing soft materials are considered a local expense
- The Airport Operator will be responsible for reviewing and approving bin advertisements prior to release at the checkpoints based on its advertising policy
- Per the MOU, either signage should be posted or brochures should be made available at the checkpoint to communicate that TSA does not endorse nor is it liable for any of the advertisements presented at checkpoints. A standard, Office of Public Affairs-approved sign is available on the Bin Advertising Program SharePoint site: <https://staffcollaborator.tsa.gov/sites/SecurityOperations/OOP/BinAdvertising/default.aspx>
- The Technical Representative should coordinate the printing and posting of travel advisory signage, as required

### Program Reporting

The Bin Advertising Program Office will maintain oversight of national program status. At the end of each quarter, the Bin Advertising Program Office will request that the Technical Representative submit a brief Bin Advertising Quarterly Report, which will be used to track program performance. A report template will collect necessary program information, and will be posted to the Bin Advertising Program SharePoint site.

## **RFP EXHIBIT B**

### **PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)**

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

#### **A) Airport Personnel Identification Badge (SAT ID Badge):**

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his

responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT

- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor’s Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor’s employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.
- 4) As of October 1, 2011 badge processing fees are:

Airport Security Badge & ID Office Service	Amount
Fingerprint-based Criminal History Records Check (CHRC)/STA	65.00
Identification Badge (new/renewal/replacement/exchange)	35.00
Non-Returned Identification Badge	75.00
Reactivation of Identification Badge (Security Violation)	
1 <sup>st</sup> Offense	25.00
2 <sup>nd</sup> Offense	50.00
3 <sup>rd</sup> Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor’s employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.
- 6) At the end of the contract, the Contractor’s Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The

Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

**B) Airfield Driver License:**

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

## ATTACHMENT A TO EXHIBIT B

### LIST OF DISQUALIFYING CRIMES

#### AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
  1. Willful destruction of property
  2. Importation or manufacture of a controlled substance
  3. Burglary
  4. Theft
  5. Dishonesty, fraud, or misrepresentation
  6. Possession or distribution of stolen property
  7. Aggravated assault
  8. Bribery
  9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

## RFP EXHIBIT C

### DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

**The ACDBE Goal for Security Checkpoint Bin Advertising Program is 13%**

#### 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 ACDBE Program. The ACDBE 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 13% of the total gross revenues of this contract for Vending Machines.
- 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 6 - **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 D

### INSURANCE REQUIREMENTS

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 "Security Checkpoint Bin Advertising Program" 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:

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

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 E**

### **INDEMNIFICATION REQUIREMENTS**

CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually 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 CONCESSIONAIRE's activities under this CONTRACT, including any acts or omissions of CONCESSIONAIRE, any agent, officer, director, representative, employee, consultant or subcontractor of CONCESSIONAIRE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. CONCESSIONAIRE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONCESSIONAIRE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONCESSIONAIRE of any of its obligations under this paragraph.

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

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.