

CITY OF SAN ANTONIO

AVIATION DEPARTMENT



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

for

AIRPORT VALET PARKING SERVICES CONCESSION

18-064

Release Date: April 26, 2018

Proposals Due: May 30, 2018

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

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.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

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003 - BACKGROUND

Through this Request for Proposal (“RFP”), the City of San Antonio, Department of Aviation (“City”) invites the submission of proposals from experienced and qualified firms to manage and operate a SAT branded valet parking service concession on a 24 hour, daily basis at the San Antonio International Airport (“SAT”). The Selected Respondent will be responsible to manage and operate the service with sufficient personnel to ensure an effective, efficient and convenient parking operation to visitors to SAT. The City will make various parking, curb, storage, and service areas available for the operation of the concession. City intends to allow the Respondents, as subject matter experts, to be creative in proposing to use SAT public parking, curbside, and terminal assets in a way that will provide the best possible service options for SAT customers while maximizing the selected Respondent’s opportunity for profitability and success.

A. Airport Overview Information

Owned and operated by the City, SAT serves over 9 million passengers annually, in addition to SAT employees and visitors. The City strives to run a safe and efficient Airport System while reflecting the unique, friendly character of San Antonio. The following scheduled passenger airlines currently operate from SAT and provide direct service to more than 45 cities in domestic and international markets including Mexico and Canada:

1. Aeromexico
2. Air Canada
3. Alaska
4. Allegiant Air
5. American
6. Delta
7. Frontier
8. Interjet
9. Southwest
10. United
11. Volaris

The Federal Aviation Administration (“FAA”) classifies SAT as a medium hub airport. The airlines operate over 130 peak-day scheduled departures.

B. Enplanement Data and Passenger Growth

The total number of enplaned and deplaned passengers for 2017 was 9,063,542. Additional information concerning historical enplanements by carrier is available from the City’s web site at:

<http://www.sanantonio.gov/Aviation/FinancialInformationStatistics.aspx>

Passenger growth for 2017 was 5.2% over the prior year. Since spring of 2016, 22 new flights have been added and 10 new non-stop destinations have been added bringing the total to 45.

NOTE: No assurance can be given as to the levels of aviation activity that will be achieved by SAT in the future. Future traffic at SAT is sensitive to a variety of factors beyond the City's control. Accordingly, the City does not guarantee the accuracy of the data or that the current airline market shares at SAT continue. As such, all data above is provided for informational purposes only.

C. Availability of Space for Valet Parking Services

Exhibit 1 includes maps and floor plans showing existing parking facilities and curbsides. Subject to the limitations listed below in this section, Respondents may propose to use these garages, lots, and/or terminal curbs for the valet parking services.

1. Existing Public Parking Facilities

- a. **Short Term Parking Garage** – The Short Term Parking Garage/Consolidated Rental Car (“CONRAC”) facility which opened in January 2018 includes approximately 1350 public parking spaces on Level 0 and Level 1. It is located across from the terminals.
- b. **Long Term Parking Garage** - The Long Term Parking Garage has five levels and includes approximately 5,400 public parking spaces. It is located behind the Short Term Parking Garage/CONRAC facility. The Long Term Garage includes a reserved area for the Guaranteed Parking Program (“GPP”). Details regarding the program can be found at:

<http://www.sanantonio.gov/SAT/Parking/Frequent-Parking-Program>

c. **Economy Lots**

- i. **Green Lot** - This is a surface parking lot located west of Airport Blvd and south of Dee Howard Way. It provides uncovered, public parking for approximately 1,600 vehicles. SAT provides free shuttle service for passengers to and from the terminals.
- ii. **Red Lot** - This is a surface **parking** lot that serves as the secondary overflow lot for SAT and is located east of Airport Blvd and south of Northern Blvd. It provides uncovered, public parking for approximately 550 vehicles.

2. Areas for Special Note

Old Taxi Queue Lane (See Exhibit 1-A – **Highlighted in Purple**) – Respondents may propose to use this area in some way. Although no long term parking will be allowed, it could be used to stage vehicles temporarily or for hourly customers provided that a proper safety inspection has occurred.

3. Limitations – Areas **not available** for the Respondent to propose to use for valet parking services include:

- a. **Long Term Parking Garage** – Parking spaces within the Nested Access Controlled Area on Level 1 are dedicated to the Guaranteed Parking Program. (**NOTE:** The number of parking spaces required to accommodate the Guaranteed Parking Program is subject to change. Uncommitted spaces in the Nested Access Control Area may be included in the Respondent's proposal. As of the RFP issue date, there are approximately 75 uncommitted spaces available.) (See Exhibit 1-B)
- b. **Short Term Parking Garage**– All of Level 0 (See Exhibit 1-C) and Rows 1 – 8 on Level 1 (See Exhibit 1-D) are unavailable
- c. **Quick Turnaround Area (QTA)** – A small number of parking spaces within the access controlled parking under the Consolidated Rental Car Facility QTA are committed to reserved parking. (**NOTE:** The remaining space is available for the Respondent to include in their Proposal.) (See Exhibit 1-E)

D. Public Parking Rates

The current rates for parking within SAT Public Parking Facilities are shown on the table below. These rates are subject to change.

ECONOMY PARKING LOTS (GREEN & RED)	
0 to 15 Minutes	FREE
16 Minutes - 1 Hour	\$3.00
1 - 2 Hours	\$5.00
2 - 3 Hours	\$7.00
3 - 24 Hours	\$8.00
Lost Ticket	Press intercom for assistance
7th Parking Day always FREE. No coupons required.	7 days parking is only \$48.00
FREE Airport Shuttle Service to Terminal Curbside	
LONG TERM PARKING GARAGE	
0 to 15 Minutes	FREE
16 Minutes - 1 Hour	\$3.00
1 - 2 Hours	\$5.00
2 - 3 Hours	\$7.00
3 – 4 Hours	\$9.00
4 to 24 Hours	\$12.00
Lost Ticket	See Cashier
Guaranteed Parking Program Monthly Rate	\$240.00
SHORT TERM PARKING GARAGE	
0 to 15 Minutes	FREE
16 to 30 Minutes	\$3.00
31 Minutes to 1 Hour	\$5.00
1 to 1 1/2 Hours	\$7.00
1 1/2 to 2 Hours	\$9.00
2 to 2 1/2 Hours	\$11.00
2 1/2 to 3 Hours	\$13.00
3 to 3 1/2 Hours	\$15.00
3 1/2 to 4 Hours	\$17.00
4 to 24 Hours	\$25.00
Lost Ticket	See Cashier
Guaranteed Parking Program Monthly Rate	\$360.00

E. Airport Operation Considerations

Respondents should understand that SAT environment present operators with unique challenges that do not exist in other valet parking services settings. Listed below are some of the key factors that may effect operations at SAT:

1. Facilities must be open daily, 24 hours a day with staffing levels that support passenger activity at SAT. The Transportation Security Administration (TSA) checkpoints currently open at 3:45 a.m.
2. Flight delays sometimes occur due to weather conditions or other events. To accommodate passengers, operations must be able to quickly add staff.
3. Everyone assigned to work at SAT is considered an ambassador of the City and SAT; thus, employee training and superior customer service are essential.
4. All employees must pass a background check and be badged through SAT Security office (see Exhibit 2). The Selected Respondent must be able to provide at any time validation that all employees have passed the required security background check.
5. SAT is a non-smoking facility. Employees and passengers are not permitted to smoke within the terminals and may only smoke at designated areas on the exterior of the terminal buildings.

004 - SCOPE OF SERVICE

The City intends to grant to a qualified and responsible Respondent the exclusive right and privilege to operate a Valet Parking Services for SAT passengers and visitors at the Respondent's sole cost and expense. Selected Respondent will operate under the SAT brand and use the related SAT logo.

In the proposals, the Respondent may identify multiple valet operational areas to be used. Respondent may choose to offer multiple levels or tiers of valet parking options to their customers. For example, Respondent may choose to propose both garage parking and surface lot valet parking options at different rates. The lowest level of valet parking offered by the Respondent may not be presented to the customer at a rate that is less that the current Long term garage rates. The current parking rates charged at SAT public parking facilities are as follows.

Respondent may propose to provide customers with opportunities to purchase other value-added services such as car washes and auto detailing. Such services may be provided in proposed vehicle storage area space, in or on undeveloped property on SAT, or at off-site facilities. All activities conducted at SAT must comply with all applicable laws.

Ingress and egress of all valet cars stored in SAT parking areas must be done in such a way that will protect the City's ability to maintain financial accountability and accurate vehicle counts in our facilities.

A. Concession Concept

1. Selected Respondent shall administer, manage, and operate a first-class Valet Parking Services at SAT.
2. Selected Respondent shall provide the agreed upon services daily to the public 24 hours a day including holidays.
3. Selected Respondent shall be responsible for furnishing all equipment and materials which may be necessary to install and operate the concession at its sole cost and expense, including any value added services the Selected Respondent includes in the Proposal (e.g., vehicle oil change, car washing/detailing and other services as may be approved by the City).

B. General

1. It is the intent of the City to provide world-class parking valet services for customers of SAT.
2. Selected Respondent shall furnish all management, labor, and supplies necessary for the efficient and effective operation of services included in the Concession Agreement.

3. Selected Respondent shall propose plan, develop, coordinate, manage and operate the services in accordance with this Scope of Service and the negotiated Concessions Agreement in order to enhance revenues, control expenses and provide first-class customer service to the customers of SAT.
4. The Aviation Director or his designee will have the right to establish reasonable rules and regulations and/or operating directives for the valet operations, and the Selected Respondent agrees to comply with such regulations.
5. The Selected Respondent shall furnish its employees working at SAT with standardized uniforms as approved by the Aviation Director or his designee that will be a color and style distinct from SAT employees. In addition to any SAT badge that may be required; each employee shall wear a uniform name tag identifying the employee, their title and the Company's name. All employees shall wear their uniform, required badge (if any), and name tag while performing services at SAT.
6. Selected Respondent shall be responsible for the acts or omissions of its agents, employees, contractors, subcontractors, or their agents or employees; or any other persons performing services under the Concession Agreement.
7. Selected Respondent shall adhere to all efforts to ensure the safety and security of their customers and employees as well as the passengers and employees of SAT.
8. Selected Respondent shall be required to send their employees to be trained by SAT Security or SAT Police personnel on how to inspect a vehicle for security purposes.
9. Selected Respondent shall provide all communications equipment, phone systems, computer equipment and software, mobile phone applications for customer reservations and notifications and credit card processing equipment. Electrical, telephone and network wiring may or may not exist at the curbside kiosk or vehicle storage area but the Respondent shall be responsible to determine the adequacy of or otherwise provide such facilities for their needs at their sole expense.
10. Respondents may include in their proposals additional services such as car washing, detailing or oil changing.
11. Selected Respondent shall share in full, and in a mutually agreeable format, all customer contact information collected.

C. Safety and Environmental

1. Selected Respondent shall be responsible for implementing an Accident Prevention and Safety program to be used by its staff. First aid supplies as well as fire extinguishers must be available for use as necessary at both the curbside kiosk and the vehicle storage area.
2. Selected Respondent shall be responsible for training all employees on the use of all emergency, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials.
3. All on-site accidents and incidents involving employees shall be reported to the Concessions Manager immediately and the Safety Manager of the San Antonio Airport System.
4. Within 24 hours of the event, confirmation of the information must be sent to the Concessions Manager and the Safety Manager.
5. Selected Respondent shall also comply with all Safety Management System (SMS) requirements while operating on SAT property as well as on any operations that may take place off-SAT.
6. Selected Respondent is responsible for complying with any necessary environmental requirements.

D. Staffing

1. The Selected Respondent will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record-keeping and customer service duties associated with the efficient and effective operation of the services to be provided under the Concessions

Agreement. All such persons will be selected and assigned based on the highest level of competency, honesty, and courteous service available to the Selected Respondent through diligent recruiting, selection, and training.

2. There shall be at least one employee designated as a supervisor on duty at all times.
3. All personnel employed by the Selected Respondent to provide services under this Agreement shall be fully qualified and licensed under applicable federal, state and local laws to perform for such services.
4. Selected Respondent shall remove from its employment, in the performance of the Agreement, any employee who, in the reasonable opinion of the Aviation Director or his designee, engages in improper conduct, is not qualified or is not licensed to perform the required services.
5. All management and staff personnel of Selected Respondent shall present a professional, positive, and courteous attitude. All employees shall act in a courteous and helpful manner at all times with all customer and all other employees. Employees shall:
 - a. Provide a friendly and professional greeting to all customers whenever and wherever they make contract.
 - b. Display a positive attitude towards passengers and fellow employees.
 - c. Remain calm when encountering an upset customer, listen carefully and show empathy to the problem.
 - d. Never use foul or inappropriate language at any time when on duty.
 - e. Not eat or smoke at the workplace in the view of customers.
 - f. Present a well-groomed, neat and clean professional appearance.
 - g. Not nap or sleep while on duty.
 - h. Assist customers with their luggage to and from their vehicles.
6. Selected Respondent shall ensure that employees assigned to perform the services of this Agreement:
 - a. Are bonded against theft, embezzlement and other losses of customer vehicles and personal property and/or property of SAT.
 - b. Maintain a valid Texas State Driver's License appropriate for the types of vehicles being driven.
 - c. Have no outstanding warrants.
 - d. Have passed a security background check and obtained SAT security badge, if required
 - e. Have never been charged with and/or convicted of Driving Under the Influence or Driving While Intoxicated
 - f. Are familiar with the duties and responsibilities of Selected Respondent under the Concession Agreement.
 - g. Are alert, attentive and responsive while on duty.
 - h. Do not commit any act which may bring discredit upon SAT.
 - i. At all times exercise prudent and mature judgment in taking whatever action is necessary to protect the property of SAT and the customer and to ensure normal, efficient operations.
 - j. Obey all traffic laws, rules and regulations and/or operating directives of SAT at all times.
 - k. All supervisory personnel shall be known to the employees and conduct frequent inspections to ensure that posts, stations and work areas are properly staffed with qualified employees and areas are kept clean.
7. SAT values excellent customer service as one of its primary strategic goals. The Selected Respondent shall provide on-going customer service training that reminds staff of the importance of courtesy and helps them with dealing with difficult customer situations.

E. Valet Operating Locations and Procedures

The Selected Respondent shall operate and manage the service for 24 hours a day, 365/366 days per year for the term of the agreement.

1. Curbside Kiosk: The Respondent shall propose appropriate kiosk location(s). The Respondent shall design and construct the kiosk. The Aviation Director or his designee shall approve the color, size and specific location of its installation.
 - a. The kiosk shall be attractive.
 - b. Signage shall be placed on or close to the kiosk that provides the name of the concessionaire and the rates of the service. The City shall approve the signage and its location before it goes into production or is installed.
 - c. The kiosk shall be staffed with sufficient personnel to greet customers dropping off their cars and assist customers picking up their vehicles.

- d. The kiosk shall have the appropriate administrative, communications and support facilities to provide the curbside valet customer a receipt for their vehicle and enable processing of the customer's payment and recovery of their vehicle.
 - e. The Selected Respondent shall be responsible for the maintenance, repairs and cleaning of the kiosk and surrounding area.
 - f. The City reserves the right to relocate or move the curbside valet kiosk if necessary based on negotiated terms and conditions of the contract resulting from this RFP.
2. Vehicle Parking Drop-Off and Pick-Up Area: The Respondent shall propose appropriate drop-off and pick-up locations (in conjunction with kiosk locations) of valet parking customers' vehicles.
 - a. Staff shall immediately inspect all vehicles being dropped off at the kiosk location for security purposes, including the possibility of explosive devices or substances which might cause injury to persons and/or property damage, and staff shall not allow any customer to leave the vehicle or receive a vehicle claim check until it has been inspected by staff.
 - b. No vehicle shall be allowed to remain unattended.
 - c. Selected Respondent shall manage and allocate the staging of customer vehicles in accordance with all security directives of the Transportation Security Administration and the Security Office of the San Antonio Airport System.
 3. Vehicle Storage Area: The Respondent shall proposed Vehicle Storage Area location(s). Locations may be on-SAT property or off-SAT property. The following requirements shall apply to the Vehicle Storage Area location(s):
 - a. Selected Respondent shall use the vehicle storage area to provide for any required office/administrative areas, break room(s), bathroom(s), non-vehicle storage areas, and signage, as appropriate.
 - b. Selected Respondent is responsible for all improvements to the leased property including requirements for controlled access and canopies or other type of covering, if proposed. If vehicle storage area site requires modification, it shall be the responsibility of the Selected Respondent for any costs, including utilities.
 - c. Selected Respondent shall not leave keys in any vehicle parked in any publically accessible location.
 - d. Selected Respondent shall account for all vehicles in the vehicle storage area daily.
 4. Valet Runners
 - a. The Selected Respondent shall be responsible for providing transportation for the valet runners between the Curbside Kiosk and Vehicle Storage Area.
 - b. Employees may not use SAT-provided shuttles that are intended for SAT passengers as part of their travel to or from the kiosks and the Vehicle Storage Area as part of their duties.

F. Value-Added Services

1. Selected Respondent may provide value-added services as proposed. Such services may include, but not be limited to, car washes/details, oil changes, fluid fills, state inspections and transfer of vehicle to a nearby dealership for repair/maintenance.
2. If the Selected Respondent proposes to provide value-added services (with or without additional charge to Valet parking guests), then any required modification(s) to SAT property shall be the responsibility of the Respondent.

G. Reservation System

1. Respondents shall supply an online and cell phone application reservation and notification system.
2. Respondents must submit specifications containing details of the reservations process along with illustrations of the proposed reservation system.
3. After the customer uses the system to make the reservation, each guest will receive an on-line or text confirmation detailing the transaction including specific pick-up and drop-off instructions.

H. Other

1. The City will work with the selected Respondent on possible marketing promotions including, for example, the issuance of cards, coupons, etc. for free valet parking to passengers and patrons of SAT at the cost of the City.

005 - CONCESSION AGREEMENT

Following the selection of a proposal, the City will negotiate a Valet Parking Services Concession Agreement with the Selected Respondent. Upon recommendation to and approval by the City Council, the concessions shall be operated under the terms and conditions of the fully executed and delivered Concession Agreement between the City and the Selected Respondent. The following summarizes some of the key terms and conditions of the offered concession that are to be incorporated in the Agreement. This summary is not intended to be a complete description of the Concession Agreement which can be found in Exhibit 3.

A. Term of Agreement

The Agreement will become effective and binding upon execution by the City. The term is comprised of two parts: the Transition Term and the Primary Term, as follows:

1. Transition Term

The Transition Term begins on the tenth date following approval of City Council of the Concession Agreement and ends upon the date that the Concessionaire opens for business.

2. Primary Term

Primary Term commences upon the date the Concessionaire opens for business and shall continue for five years.

B. Compensation to the City

In accordance with the terms of the Agreement resulting from the RFP, the Selected Respondent will pay to the City, on an annual basis, an amount equal to the greater of: a) the Minimum Annual Guaranteed Rent, or b) the Percent Rent.

1. Minimum Annual Guaranteed (MAG) Rent:

- a. During the first Lease Year of the Primary Term, MAG equals the full MAG as proposed by Selected Respondent and accepted by the City.
- b. The MAG for Lease Years Two through Five of the Primary Term shall be equal to 85% of the prior year's rental requirement for the prior Lease Year. In no event shall MAG be less than 100% of the MAG proposed for Lease Year 1.

2. Percent Rent

Respondent shall propose a percent rent to be paid on Gross Revenues, including parking fees and all value added services. The minimum percent rent for parking is 35%. The minimum percent rent for value added services is 10%.

3. Ground Rent/Rental Space/Building Rent

The selected Respondent will be responsible for the rental of any office or administrative space. The Selected Respondent will be responsible for payment of the ground rent on a monthly basis commencing the first day of the month following approval of the Concession Agreement by City Council.

C. Other Fees

1. Taxes, License and Permit Fees - The Selected Respondent is solely responsible for the timely payment of all appropriate taxes, license and permit fees that may be levied by City, County, State, Federal governments or agencies thereof.
2. Badging – The Selected Respondent is responsible for the payment of fees associated with badging.
3. Late Fees – The Selected Respondent is responsible for the prompt payment of any fees associated with late payment or reports to the Aviation Department.

4. Other fees – The Selected Respondent is responsible for the prompt payments of any citations or other fees incurred during their operations.

D. Capital Investment and Improvements

Any proposed on-SAT property areas for the curbside valet parking kiosk and proposed vehicle storage area will be available to the Selected Respondent in an “as is” condition. Selected Respondent shall be responsible for capital improvements at its sole expense. All concession space must be maintained in “opening day” condition throughout the term of the lease.

1. Upon selection, City and Selected Respondent will negotiate final construction schedule.
2. The City reserves the right to review and approve all improvements and other capital investments. The Concession Agreement will include a provision that the Selected Respondent will submit to the City, detailed plans of its proposed facilities in accordance with the terms and conditions of the Design Criteria Manual, which is attached hereto as RFP Exhibit 4. Upon written notice by the City of its approval of the plans, the Selected Respondent will coordinate with the City the construction and installation of its facilities. The Selected Respondent will be required to procure all necessary permits. The Selected Respondent may procure permitting in conjunction with the City’s review of detailed plans of its proposed facilities.

E. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Airport to practice non-discrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE.

No concession specific goal (0%) has been applied to this Concession. SAT strongly encourages the utilization of ACDBE and Small Businesses if an opportunity arises from this concession.

006 - ADDITIONAL REQUIREMENTS

Proposal Bond

Respondent must submit a Proposal Bond, in a form acceptable to the 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 \$5,000.00. The Proposal Bond shall be valid for 180 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. Any proposals received without a Proposal Bond will be disqualified.

Proposal bond must accompany the proposal.

Performance Bond.

If selected, Respondent shall provide a letter of credit and/or a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the Airport 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) the amount of fifty percent (50%) of the Minimum Annual Guarantee (MAG) for Lease Year 1. Said bond must be in a form acceptable to the Airport. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal’s default. Said bond shall further guarantee the principal’s performance of all terms and obligations under this contract. 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. This bond must be executed and delivered to the Airport prior to commencement of work under this contract.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **San Antonio International Airport, Terminal B Mezzanine Conference Room, 9700 Airport Blvd., San Antonio, TX 78216 at 9:00 a.m., Central Time, on May 8, 2018.** Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The San Antonio International Airport is wheelchair accessible. Accessible parking spaces are located in the Short Term Parking Garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, 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.

Submit **one (1) COMPLETE** original hard copy of your proposal, signed in ink, **six (6) hard copies WITH ONLY TABS and documents for the Executive Summary; General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO ACDBE and/or Compensation SHOULD BE INCLUDED in the 6 copies)** and one (1) copy of the **COMPLETE** proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

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*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.

*GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

*EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

*PROPOSED CONCESSION PLAN. Use the Form found in this RFP as Attachment A, Part Three.

COMPENSATION SCHEDULE. Use the Compensation Schedule that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Instructions regarding Contracts Disclosure Form are in RFP Attachment C and restated below:

Contracts Disclosure Form may be downloaded at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form.
2. Complete all fields.

NOTE: All Respondents must use Question #4 on the form to provide the names and titles of all Respondent officers and board members (as well as any partner, parent, joint venture or subsidiary entities of the Respondent). In other words, if a Respondent has officers and/or a Board they will need to select "N/A" for Question #4 and fill in the resulting drop down box.

3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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

***AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS.** Respondent shall submit a completed and signed List of Subcontractors/Suppliers for Federally Funded Contracts (**DBE/ACDBE Form 1b**), found in this RFP as Attachment E. Submit and complete *Letter(s) of Intent (DBE/ACDBE Form 2)* and Bidder's Questionnaire (**DBE/ACDBE Form 4**) for all firms to be utilized on this contract. If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to DBE/ACDBE Form 1b. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in RFP Attachment E.

Respondents must submit a Narrative Statement which describes their:

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295). See RFP Attachment F. Respondent must complete Form 1295 online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a notarized copy with Respondent's proposal.

***VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM.** Complete, sign and submit the VOSB form, found in this RFCSP as Attachment G.

PROPOSAL BOND. Respondent must submit a proposal bond which shall include the following provisions:

- 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 \$5,000.00.
- Valid for one hundred eighty (180) days following the deadline for submission of proposals.
- 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.

The proposal bond shall 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. Failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond.

Failure to submit a proposal bond with submittal will render the proposal non-responsive and therefore disqualified from consideration.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in RFP Exhibit 5 if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment H. 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.

COMMENTS ON DRAFT AGREEMENT FOR OPERATION OF AIRPORT VALET PARKING SERVICES CONCESSION. Respondent shall review the Agreement draft (attached hereto and labeled as RFP Exhibit 3), which draft is in substantially complete form, and provide written comments, objections and/or concerns regarding the Agreement with its submission. If Respondent does not have any comments, objections and/or concerns, Respondent must indicate that in this tab. If no comments, objections and/or concerns are submitted by the Respondent, City will presume that Respondent will sign the Agreement as presented, if selected.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment I.

ADDENDA. Sign and submit addenda, if any.

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.**

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Submission of Proposals.

Respondent shall submit one **COMPLETE** original signed in ink, **6** hard copies **WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO ACDBE AND/OR COMPENSATION TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Airport Valet Parking Services Concession**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in City Hall no later than **11:00 a.m.**, Central Time, on **May 30, 2018** at the address below. 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 Office of the City Clerk 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 "Airport Valet Parking Services Concession"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Hall
Attn: Aviation Department "Airport Valet Parking Services Concession"
100 Military Plaza
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, 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 one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For CD copy, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity

Correct Legal Name.

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

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

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. 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; however, 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.

Cost of Proposal. 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.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; 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:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **May 17, 2018**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Mona Boubel, Procurement Specialist II
City of San Antonio, Aviation Department
Mona.Boubel@sanantonio.gov

Questions submitted and the City’s responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent’s proposal. Such additional information must be provided within two business days from City’s request.

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. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Trevino@sanantonio.gov. Respondents and/or their agents may contract Ms. Trevino at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFP after the proposal due date is not permitted.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

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.

012 - EVALUATION OF 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:

Experience, Background, Qualifications (35 points)

Proposed Plan (50 points)

Compensation Schedule (15 points)

Airport Concessionaire Disadvantaged Business Enterprise Program (ACDBE) (Pass/Fail):

ACDBE participation shall be evaluated based on the participation plan and other information submitted by respondent as set forth in the Airport Concessionaire Disadvantaged Business Enterprise Program Requirements and Forms (Response Attachment E).

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

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.

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.

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.

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.

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.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The Selected Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

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, spouse, sibling, or other family member within the first degree or consanguinity or affinity; 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. (Contracts Disclosure – form may be found online at

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

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.

Mandatory Federal Contract Provisions. Respondent shall comply with the Mandatory Federal Contract Provisions attached hereto as RFP Exhibit 7.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.066(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.State.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

014 - SCHEDULE OF EVENTS

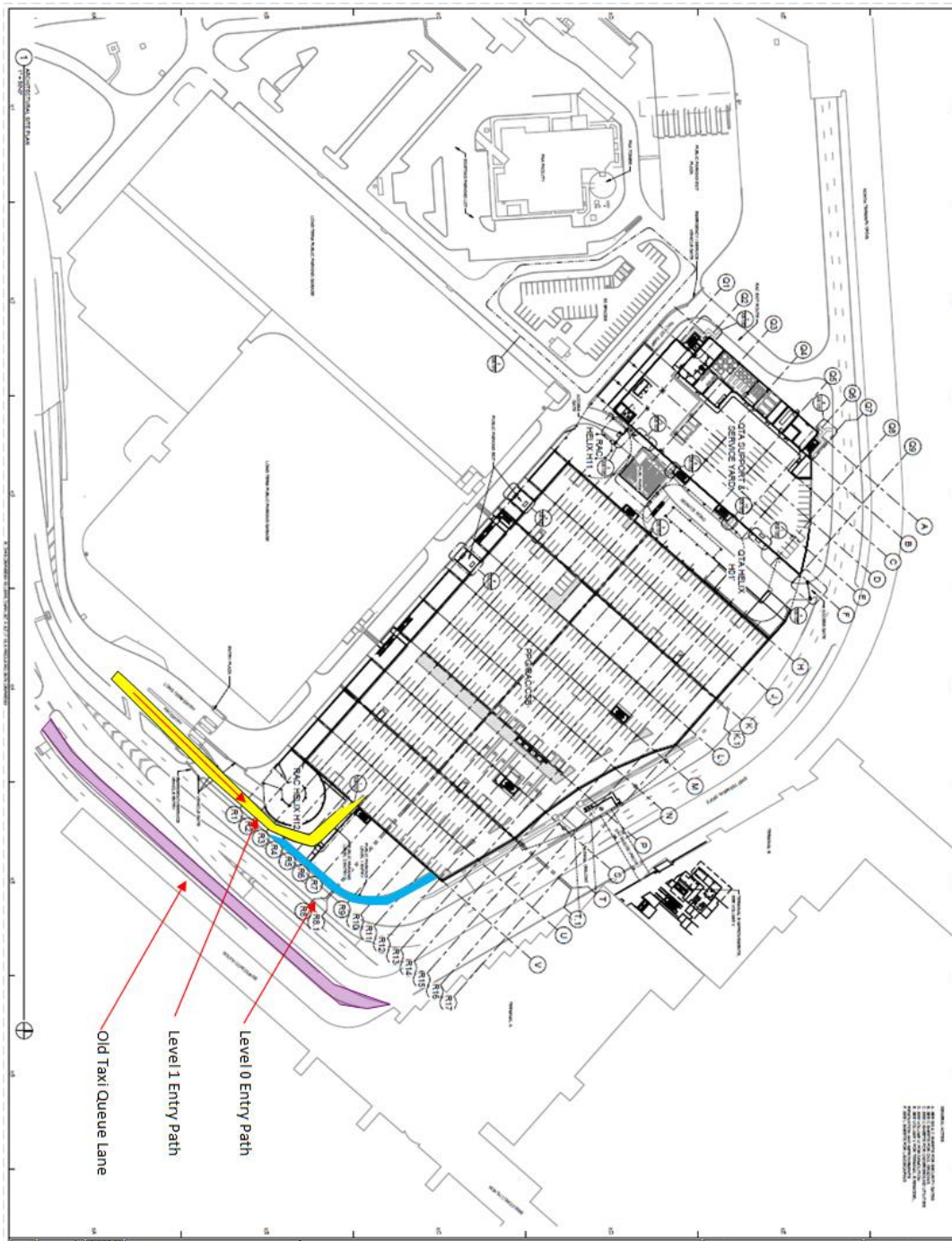
Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	April 26, 2018
Pre-Submittal Conference	May 8, 2018 at 9:00 A.M. Central Time
Final Questions Accepted	May 17, 2018 at 2:00 P.M. Central Time
Proposal Due	May 30, 2018 at 11:00 A.M. Central Time

015 - RFP EXHIBITS

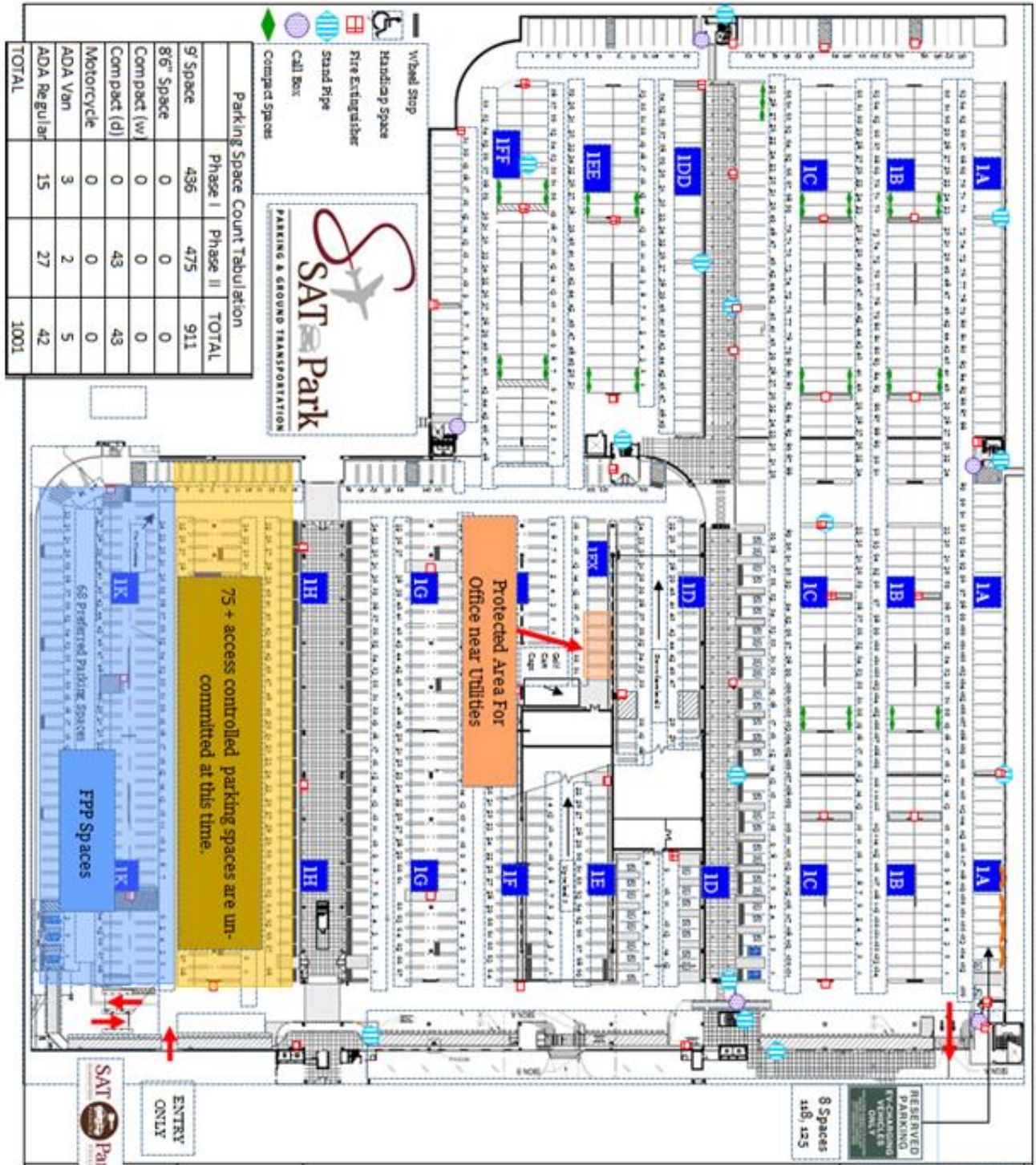
RFP EXHIBIT 1-A

SHORT TERM PARKING GARAGE/CONRAC FACILITY
NOTE: OLD TAXI QUEUE LANE – ARE ALSO CONSIDERED AVAILABLE



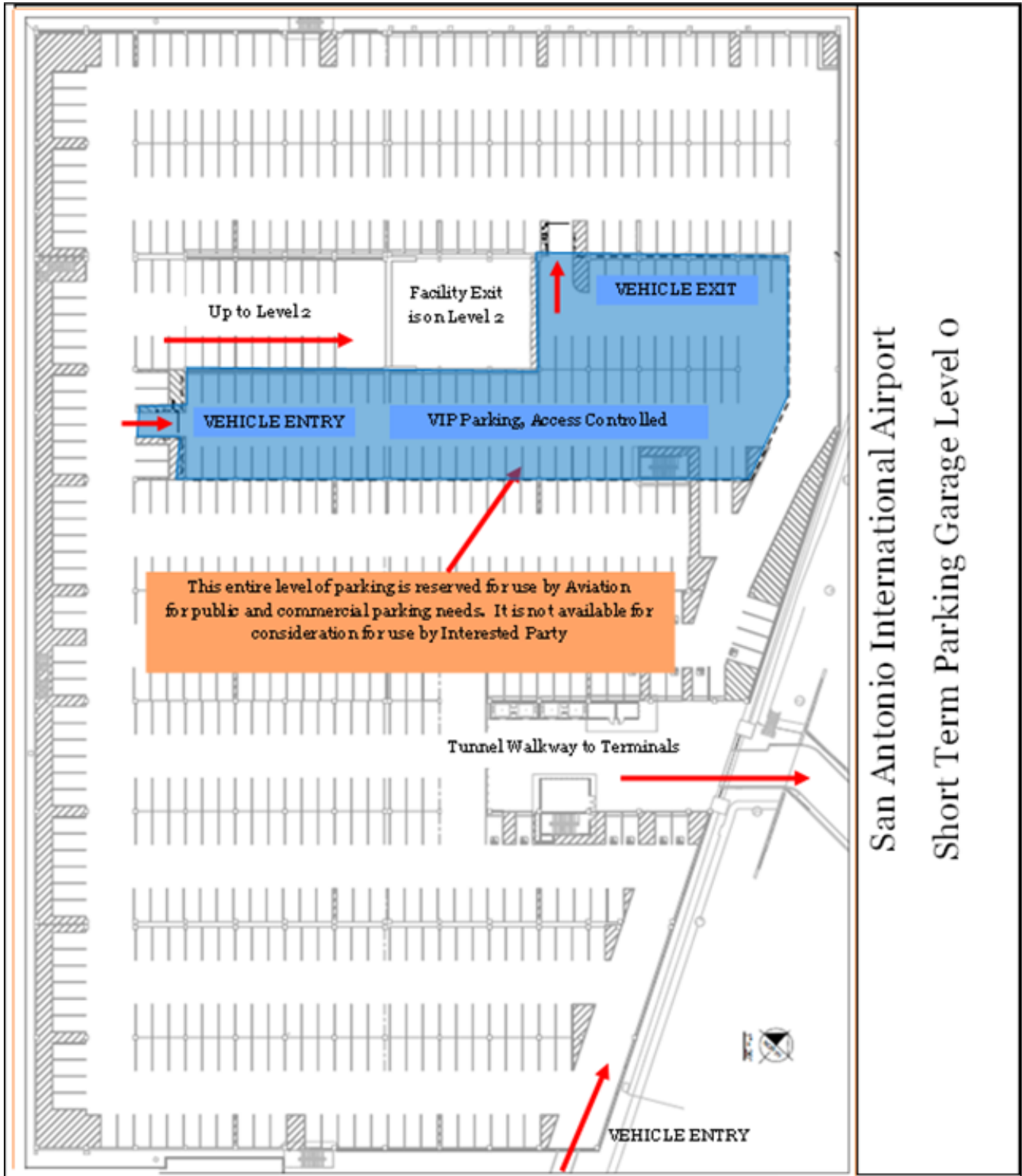
RFP EXHIBIT 1-B

LONG TERM PARKING GARGE MAP AND EXAMPLE VALET PARKING CONCEPT LEVEL 1
 NOTE: LEVELS 2 – 5 ARE ALSO CONSIDERED AVAILABLE



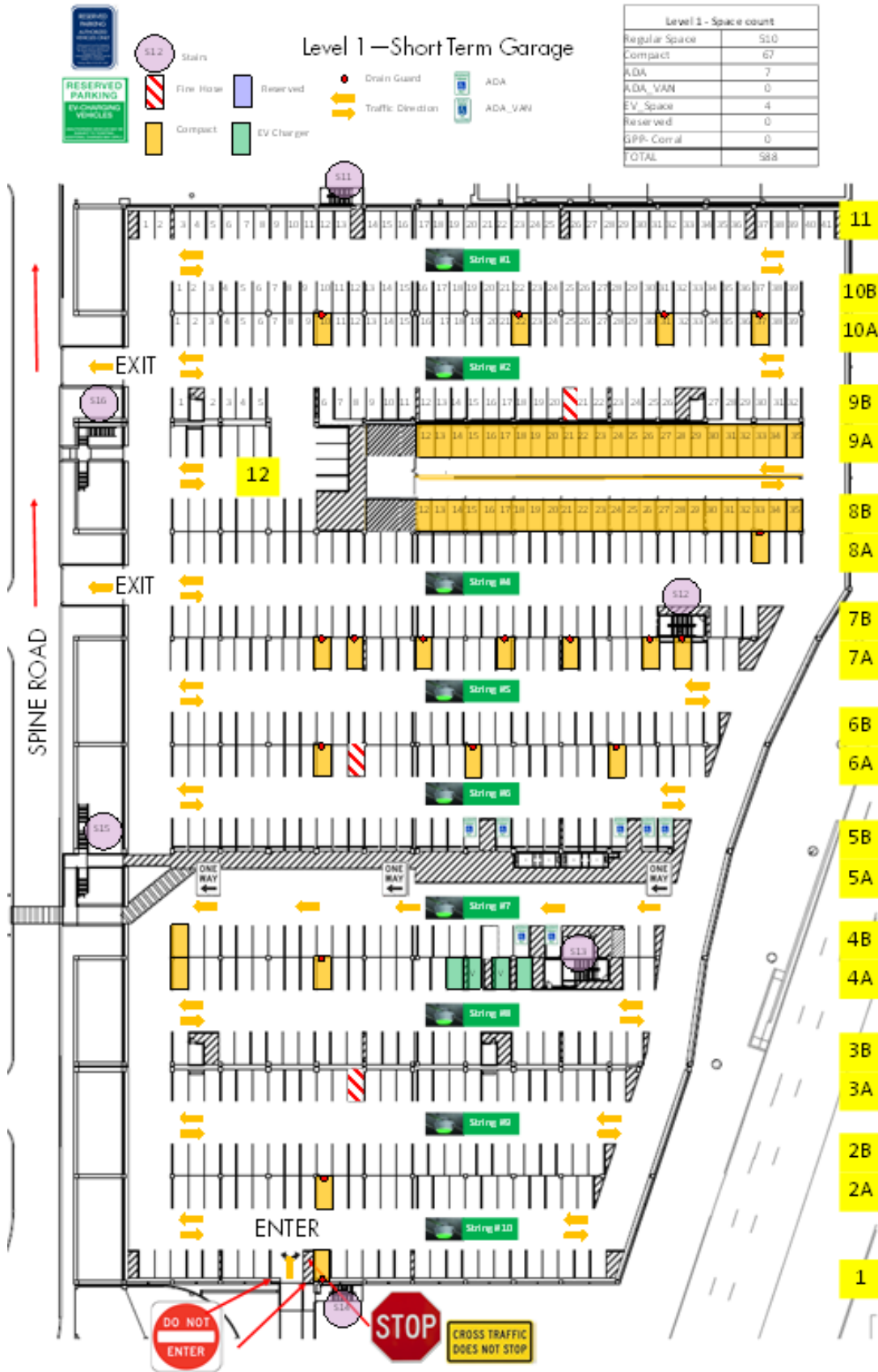
RFP EXHIBIT 1-C

SHORT TERM GARAGE PARKING LAYOUT LEVEL 0
NOTE: NONE IN THIS LEVEL ARE CONSIDERED AVAILABLE



RFP EXHIBIT 1-D

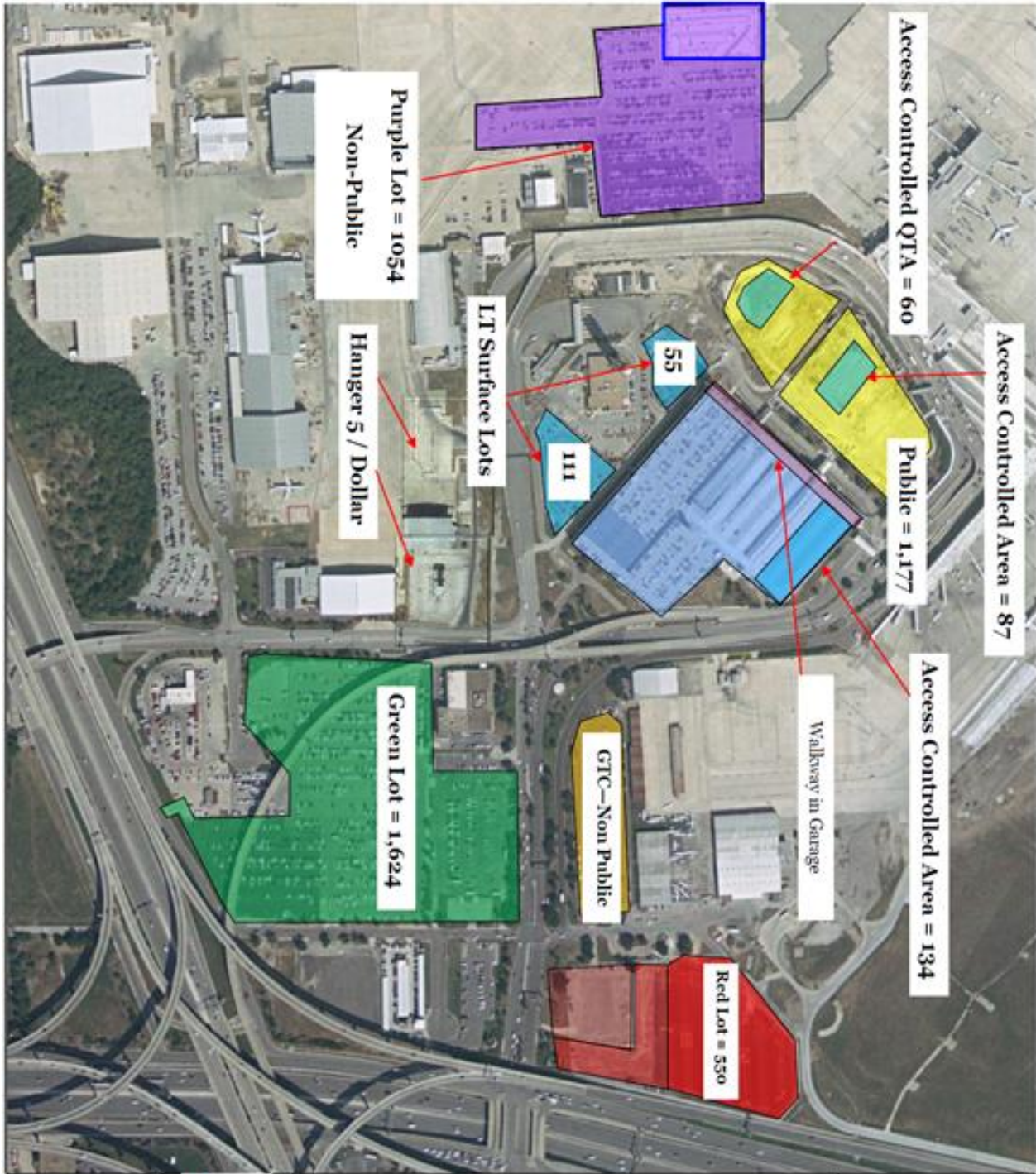
SHORT TERM GARAGE PARKING LAYOUT LEVEL 1
NOTE: NONE OF ROWS 1-8 IN THIS LEVEL ARE CONSIDERED AVAILABLE



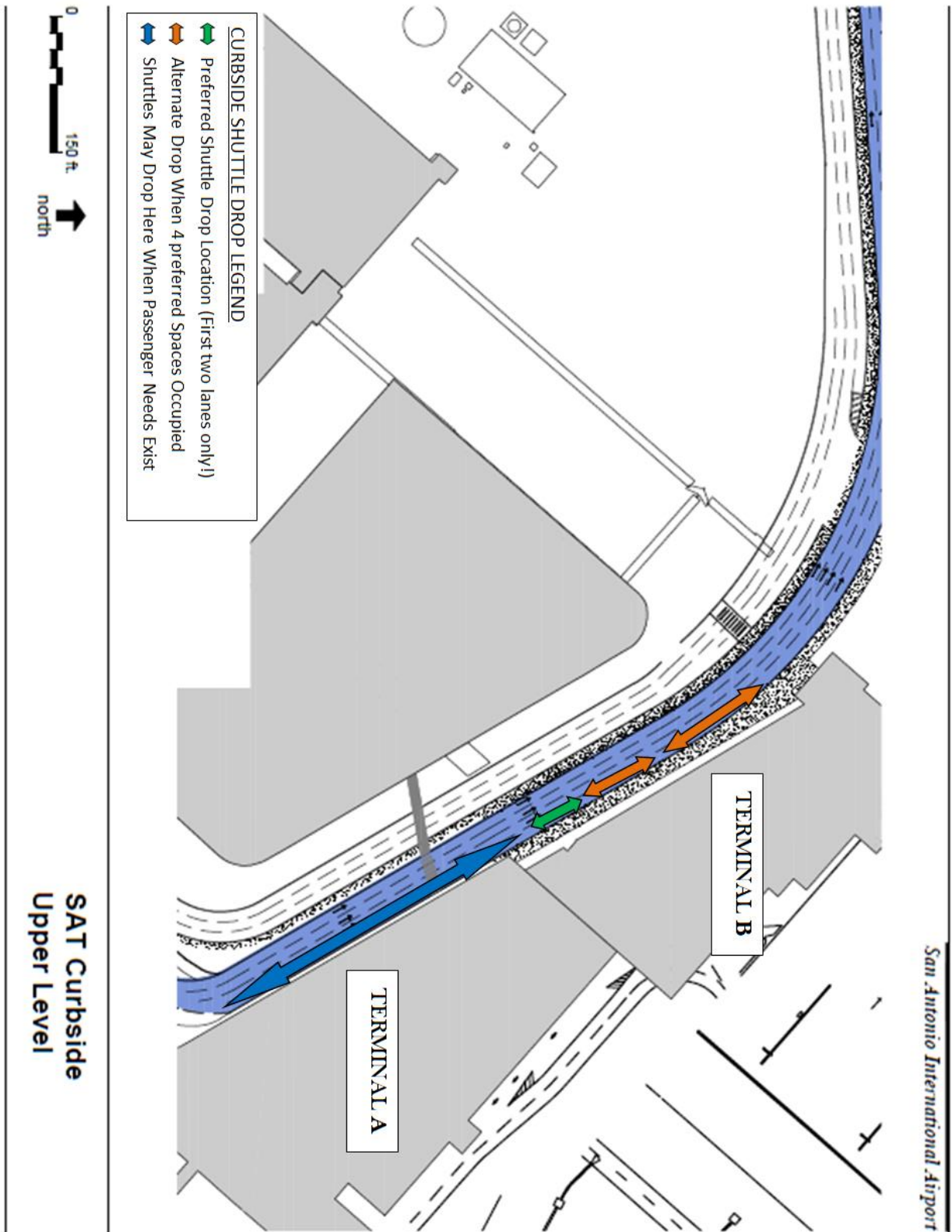
RFP EXHIBIT 1-E

OVERALL PARKING SPACE MAP

NOTE: A SMALL NUMBER OF ACCESS CONTROLLED QTA ARE COMMITTED TO RESERVED PARKING, THE REMAINING SPACE ARE ALSO CONSIDERED AVAILABLE



UPPER LEVEL (DEPARTURES) TERMINAL CURB MAP



RFP EXHIBIT 2

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 A to RFP Exhibit 2 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:

<u>Airport Security Badge & ID Office Service</u>	<u>Amount</u>
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 st Offense	25.00
2 nd Offense	50.00
3 rd 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. 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.

EXHIBIT A TO RFP EXHIBIT 2

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 3

DRAFT CONCESSION AGREEMENT

(Posted as a separate document)

RFP EXHIBIT 4

DESIGN CRITERIA MANUAL

(Posted as a separate document)

RFP EXHIBIT 5

INSURANCE REQUIREMENTS

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

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Airport Valet Parking Services Concession" 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 be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	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
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 categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. 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 required endorsements. Respondent shall be required to comply

with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Aviation Department/Parking Division
9800 Airport Blvd
San Antonio, Texas 78216

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 or non-renewal 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 6

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

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

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

RFP EXHIBIT 7

MANDATORY FEDERAL CONTRACT PROVISIONS

As used in this exhibit, the terms “Consultant”, “consultant”, “Contractor”, and “contractor” shall refer to “Respondent” and/or “Selected Respondent”.

TITLE VI NOTICE

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
 - (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

RFP EXHIBIT 8

DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS THE ACDBE GOAL FOR AIRPORT VALET PARKING SERVICES CONCESSION is 0% 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 ACDBE 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) 207-3592 or by contacting the City’s Aviation Department.
- D. ***Notification is hereby given that NO ACDBE contract specific goal (0%) has been established on this Airport Valet Parking Services Concession contract.*** The Aviation Department strongly encourages the utilization of ACDBE and Small Businesses if an opportunity arises from this Concession. Any ACDBE attainment will count towards the San Antonio Airport System’s Race Neutral ACDBE attainment.
- 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 **is encouraged to solicit available ACDBE/DBE’s contractors to participate in potential subcontracting opportunities under the proposed contract** and ensure approval of the required *List of Subcontractors/Suppliers (RFP Attachment E - DBE/ACDBE Form 1b)*.
- 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, Building C-319, San Antonio ,

TX 78230, (210) 227-4722 or fax (210) 227-5712 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 fifteen (15) 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 fifteen (15) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors”.

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

COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) ACDBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any ACDBE firms will not count toward the goal.* A joint venture with ownership of ACDBE 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 ACDBE performs with its own forces, (provided the ACDBE ownership is real and substantial and the ACDBEs 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. *DBE/ACDBE LLC/Joint Venture Information (DBE/ACDBE LLC JV FORM)*
- b. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- c. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- d. A description of the work to be performed by all the Joint Venture Partners.
- e. 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 Respondent, 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 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 Respondent must notify the City immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.
2. The Respondent will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract. The Respondent will be required to obtain the DBE/ACDBE Liaison's prior approval of the substitute DBE/ACDBE, through the submittal of Change of Subcontractors/Suppliers (RFP Attachment E - **DBE/ACDBE Form 3**) and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

CONTRACT REQUIREMENTS

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

RFP EXHIBIT 9

**CITY OF SAN ANTONIO
VETERAN-OWNED SMALL BUSINESS PROGRAM**

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

RFP EXHIBIT 10

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. Restate the question when providing the response.

1. Describe Respondent's experience managing and operating a valet parking service program at an airport, hospital or similar operating environment.
2. Provide an Organizational Chart which reflects corporate, regional, and local support for the proposed concession program.
3. Provide resumes for each person shown on the Organizational Chart. (If any position is not filled pending recommendation of award to City Council, Respondent must provide a Job Description and the minimum qualifications it will require of person to be hired).
 - a. Name;
 - b. Title;
 - c. Role in Respondent's proposed concession program;
 - d. Number of years of experience in proposed role;
 - e. Describe relevant experience in detail;
 - f. Professional qualifications (such as licenses, certifications, association memberships, etc.) that they hold or have been awarded; and
 - g. Educational attainment.
4. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications

RFP ATTACHMENT A, PART THREE

PROPOSED CONCESSION PLAN

Prepare and submit responses to address the following items. Responses shall be inserted into this form; do not delete the questions.

1. **Business Plan:** Provide a narrative including a detailed description of how the operations will be conducted, size of proposed staff, additional equipment, and any additional investment required. The response must also include the following specific items:
 - a. Rates and Fees Proposed (Charged to Public) and how they may escalate over the term of the contract.
 - i. Valet Parking rate(s)
 - ii. Value Added Service(s) rate(s)
 - b. Value Added Services proposed and how / where each will be provided
 - c. Vehicle storage and staging areas proposed and how they will be used.
 - d. Service areas, employee areas, and business office or materials storage plans.
 - e. Insurance and Claims process for customers
 - f. Safety and security plans
 - g. Employee uniform proposal
 - h. Employee handbook including tip acceptance policy
 - i. Employee parking plan (Personal Vehicles)
 - j. Revenue collection method including reporting and auditing capabilities and a description of the customer interface and experience
 - k. Start-up plan and associated timeline
 - l. Proposed contract term
 - m. 24/7/365 Staffing Plan
 - n. Proposed means of accessing the parking facilities and an explanation of how the proposed method will ensure that Aviation is able to maintain access control, revenue control and accurate vehicle counting and accountability
2. **Projected Sales, Net Income and Cash Flow Statements.** Provide a good faith estimate derived from the proposed operation(s) for five years of the contract term. Include the following:
 - a. Expected annual gross sales;
 - b. Cost of goods sold;
 - c. Operating expenses;
 - d. Net income and cash flow;
 - e. Effect of proposed compensation to the City on net income and cash flow; and
 - f. Major assumptions used in developing the sales projections
3. **Capital Investment and Financial Sources Plan.** Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Note: Respondent's proposed estimate should delineate all improvements; equipment; furnishing and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments.

RFP ATTACHMENT B

COMPENSATION SCHEDULE

Compensation will include the greater of the proposed Minimum Annual Guarantee or the Percentage Rent. The selected Respondent will be responsible for the rental of any office or administrative space.

A. Proposed Minimum Annual Guarantee (MAG)

1. Indicate the proposed MAG. \$ _____

NOTE: The MAG proposed here shall apply in the first Lease Year of the Primary Term. The MAG for Lease Years Two through Five of the Primary Term shall be equal to 85% of the prior year's rental requirement for the prior Lease Year. In no event shall MAG be less than 100% of the MAG proposed for Lease Year 1.

B. Percent Rent: Respondent shall propose a Percent Rent to be paid on Gross Revenues, including parking fees and all value added services. The minimum percent rent is for parking is 35%. The minimum percent rent for value added services is 10%.

Revenue Category	Description	Proposed Year 1 Percent Rate	Proposed Year 2 Percent Rate	Proposed Year 3 Percent Rate	Proposed Year 4 Percent Rate	Proposed Year 5 Percent Rate
Parking		____%	____%	____%	____%	____%
Value Added Service 1		____%	____%	____%	____%	____%
Value Added Service 2		____%	____%	____%	____%	____%
Value Added Service 3		____%	____%	____%	____%	____%
Value Added Service 4		____%	____%	____%	____%	____%

C. Other Rent: Respondent may identify, in its Proposed Plan, one or more other areas to be approved by the Aviation Director or his designee for administrative/office space, break room or storage area. Rent for such areas shall be negotiated with the Selected Respondent.

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form.
2. Complete all fields.

NOTE: All Respondents must use Question #4 on the form to provide the names and titles of all Respondent officers and board members (as well as any partner, parent, joint venture or subsidiary entities of the Respondent). In other words, if a Respondent has officers and/or a Board they will need to select "N/A" for Question #4 and fill in the resulting drop down box.

3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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.

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 ___

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 ___

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

Yes ___ No ___

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



RFP ATTACHMENT E

SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
LIST OF SUBCONTRACTORS/SUPPLIERS
For Federally Funded Projects
(DBE/ACDBE Form 1b)

NOTE: The Bidder/Proposer is encouraged to solicit available ACDBE/DBE's contractors to participate in potential subcontracting opportunities under the proposed contract.

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as _____, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project. **The apparent successful Respondent 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.

NAME OF PARTICIPATING SUBCONTRACTOR/SUPPLIER	DBE/ACDBE CERTIFICATION NUMBER	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

List all DBE/ACDBE subcontractors/suppliers solicited but not selected for participation on project. (Note: Do not include participating subcontractors/suppliers listed above). If none were solicited, provide an explanation. Use additional sheets, if necessary.

NAME OF SUBCONTRACTOR/SUPPLIER SOLICITED	DBE/ACDBE CERTIFICATION NUMBER	REASON NOT SELECTED

Only companies certified as a DBE/ACDBE by the City of San Antonio's certifying organization South Central Regional Certification Agency (SCTRCA) can be applied toward San Antonio International Airport Fiscal Year ACDBE goal. All DBE/ACDBE subcontractors/suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, call the Aviation Department's Small Business Program Office at (210) 207-3592 for information and details on how subcontractors/suppliers may obtain certification or contact the SCTRCA (210) 227-4722, www.sctra.org.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will **not** make additions, deletions, or substitutions to this certified list **without consent** of the Airport Concessions Disadvantage Business Enterprise Liaison Officer (ACDBELO) through the submittal of the Change or Addition of Subcontractors/Suppliers on Federally Funded Contracts (DBE/ACDBE Form 3).

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

NAME OF PROJECT:

Airport Valet Parking Services Concession

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 DB/ACDBEE LIST OF SUBCONTRACTORS/SUPPLIERS FOR FEDERALLY FUNDED CONTRACTS [DBE/ACDBE FORM 1b] AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (DBE/ACDBE FORM 3)



**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS
(DBE/ACDBE Form 3)**

NAME OF PROJECT: Airport Valet Parking Services Concession

Name of Bidder/Proposer: _____

The above named firm requests approval of the following addition(s) and/or deletion(s) of the Subcontractor/Supplier firm(s) to the approved DBE/ACDBE *List of Subcontractors/Suppliers (DBE/ACDBE form 1b)* for Federally Funded Contracts (**DBE/ACDBE Form 1b**) and *Letter of Intent (DBE/ACDBE Form 2)* as originally submitted as part of the above referenced project. **No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Delete	Name of Firm	Is firm a Subcontractor or Supplier	Description of Work to be Performed by Firm	Is firm DBE/ACDBE Certified Yes or No?	Total Dollars of Work to be Performed by Firm

REASON(S) FOR REMOVING EACH SUBCONTRACTOR(S)/SUPPLIER(S) LISTED ABOVE: _____

Please indicate the name of the firm(s) you wish to add or substitute. **A Letter of Intent (DBE/ACDBE Form 2) for any additional/substitute subcontractor(s)/supplier(s) must be submitted to the City for approval with this form. No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the City.**

Add	Name of Firm	Is firm a Subcontractor or Supplier	Description of Work to be Performed by Firm	Is firm DBE/ACDBE Certified Yes or No?	Estimated Dollars of Work to be Performed by Firm

- If a DBE Subcontractor/Supplier was deleted/terminated/replaced, was it replaced with another DBE/ACDBE Subcontractor/Supplier? Yes _____
 No _____ If not, why not: _____

- If another DBE/ACDBE Subcontractor/Supplier did not replace the DBE/ACDBE Subcontractor/Supplier, please submit for our review the good faith efforts used to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE that was deleted/terminated/replaced.
- If a Subcontractor/Supplier is added at any time during this project, Contractor shall submit for our review and approval the good faith efforts used to find a DBE/ACDBE to perform such work.

AFFIRMATION

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

Name & Title of Authorized Official: _____

Signature: _____

Approved: _____
 AVIATION DEPARTMENT DBE/ACDBE

Bidder's Questionnaire (DBE/ACDBE Form 4)

Sponsor: City of San Antonio

Airport: San Antonio International Airport

Project Name: Airport Valet Parking Services Concession

Federal Fiscal Year: 2018

In accordance with Section 26.11 Record Keeping Requirements – Bidders List: 26.11(C), this form shall be completed by each firm and all subcontractors quoting on the project as indicated above.

Name of Bidder/Address	DBE Status (Check Box as applicable)	Disadvantage Group (Check Box as applicable IF certified)	Disadvantage Gender (Check Box as applicable IF certified)	Age of Firm	Type(s) of Work/ NACIS	Annual Gross Receipts (Check Box as applicable)
	<input type="checkbox"/> Non DBE <input type="checkbox"/> DBE/ACDBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> AABE	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinental Asian America <input type="checkbox"/> Non-Minority Women	<input type="checkbox"/> Male <input type="checkbox"/> Female			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 million-\$2 million <input type="checkbox"/> \$2 million-\$5 million <input type="checkbox"/> \$5 million and above
	<input type="checkbox"/> Non DBE <input type="checkbox"/> DBE/ACDBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> AABE	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinental Asian America	<input type="checkbox"/> Male <input type="checkbox"/> Female			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 million-\$2 million <input type="checkbox"/> \$2 million-\$5 million <input type="checkbox"/> \$5 million and above
	<input type="checkbox"/> Non DBE <input type="checkbox"/> DBE/ACDBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> AABE	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinental Asian America <input type="checkbox"/> Non-Minority Women	<input type="checkbox"/> Male <input type="checkbox"/> Female			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 million-\$2 million <input type="checkbox"/> \$2 million-\$5 million <input type="checkbox"/> \$5 million and above
	<input type="checkbox"/> Non DBE <input type="checkbox"/> DBE/ACDBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> AABE	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic America <input type="checkbox"/> Native America <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinental Asian America <input type="checkbox"/> Non-Minority Women	<input type="checkbox"/> Male <input type="checkbox"/> Female			<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 million-\$2 million <input type="checkbox"/> \$2 million-\$5 million <input type="checkbox"/> \$5 million and above

(Duplicate form as necessary.)



**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
DBE/ACDBE LLC/Joint Venture Information
(DBE/ACDBE LLC JV FORM)**

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

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

1. Name of LLC/JV: _____
2. Name, address, and phone number of LLC/JV contact person: _____

3. Firms participating in LLC/JV (*use additional pages if necessary*):

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

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

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

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

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

RFP ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT G

CITY OF SAN ANTONIO

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM(S)

(Posted as a separate document)

RFP ATTACHMENT H

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 3, with the understanding that the scope and compensation provisions will be negotiated and included in the final document. The selected Respondent will be expected to execute an Agreement after the negotiated Agreement is tendered to the selected Respondent.

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.

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 5 and 6.

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.

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.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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.

(S) he is authorized to submit this proposal on behalf of the entity.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

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.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Concession Plan RFP Attachment A, Part Three	
Compensation Schedule RFP Attachment B	
*Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
* DBE/ACDBE Forms (RFP Attachment E) Associated Certificates, if applicable Joint Venture Documentation Narrative	
* Certificate of Interested Parties (Form 1295) RFP Attachment F	
* Veteran Owned Small Business Program Tracking Form (RFP Attachment G)	
* Proposal Bond	
Proof of Insurability (See RFP Exhibit 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information - Dun and Bradstreet Financial Report	
* Signature Page RFP Attachment H	
Proposal Checklist RFP Attachment I	
Comments on Draft Agreement	
* Addendum, if any	
One COMPLETE (1) Original, six (6) hard copies WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO ACDBE or COMPENSATION TO BE INCLUDED in the 6 copies) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of proposal.