



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO.: 6100005267

ANNUAL CONTRACT FOR TEMPORARY BUSING SERVICES

Date Issued: JANUARY 30, 2015

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CENTRAL TIME MARCH 13, 2015**

Proposals may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR TEMPORARY BUSING SERVICES"

Proposal Due Date: 2:00 p.m., Central Time, MARCH 13, 2015

RFCSP No.: 6100005267

Respondent's Name and Address

Proposal Bond: YES    Performance Bond: YES    Payment Bond: NO    Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal Conference will be held on FEBRUARY 10, 2015 at 3:30 PM at SAN ANTONIO INTERNATIONAL AIRPORT, TERMINAL A MEZZANINE CONFERENCE ROOM

Staff Contact Person: MARISOL AMADOR, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: MARISOL.AMADOR@SANANTONIO.GOV

SBEDA Contact Information: LISA BRICE, 210-207-3505, LISA.BRICE@SANANTONIO.GOV

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

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

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

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, six paper copies, and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP 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.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. 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. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. 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. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

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.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

#### Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP 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 RFCSP 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 RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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 response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing 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. Site Tours, if any, will begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other 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.

#### Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP 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 RFCSP 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 RFCSP.

#### Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

### Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

### Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of 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.

### Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

### Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

### Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.



### Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

### Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

### Conflict of Interest.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you.

## **PART B**

### **SUBMISSION 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.

If submitting a hard copy proposal, submit one original, signed in ink, six paper copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

### TABLE OF CONTENTS

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 RFCSP as Attachment A, Part One.

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

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing / Compensation Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

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

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

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

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP 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.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment E.

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

PROPOSAL BOND. Submit proposal bond in the amount of \$25,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. 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. If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. 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.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment G.

Respondent is expected to examine this RFCSP 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.**

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers

from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (30 points)

Price (15 points)

SBEDA - SBE Prime Contract Program (15 points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

## 004 - SCOPE OF SERVICES

### Background

The City of San Antonio, Aviation Department (City) seeks an experienced passenger transportation provider to operate a high quality, 24 hours a day, 7 days a week (24/7) scheduled bus service for San Antonio International Airport (SAT). Service will be primarily for Long Term Garage (LT Garage) Bus Service during the construction of the Consolidated Rent A Car Facility (ConRAC). The Garage/Terminals Circuit will operate from the LT Garage to Terminals A and B for both departing and arriving passengers during the demolition of the Hourly Garage and construction of the ConRAC. In addition, Contractor shall provide Supplemental Services, when requested, to shuttle public and/or employee parking patrons between the airport terminals and the Green and Red Parking Lots (collectively referred to as "Outlying Lots") at SAT.

### Long Term Garage Bus Service

The existing Hourly Garage will be demolished to make way for the construction of a ConRAC. This work is anticipated to start in June, 2015. During the construction period, passengers using SAT will have a number of choices for parking, including the LT Garage. Throughout the construction project, pedestrian access to the Terminals from the LT Garage will be limited or non-existent at times. Although there are plans to construct a public access walkway, the accessibility of the walkway may be restricted during different phases of the construction project and it will not be initially available at the onset of the project demolition. SAT will provide strategically placed bus stops in the LT Garage and will have designated drop-off and pick-up areas at the terminals (as shown on Attachments H & I). Customers will have the option of walking from the LT Garage to the Terminals when the pathway is accessible or they may take advantage of the busing services.

At various times during the contract period, LT Garage Bus Service levels may change depending upon the flow of passengers, availability of walkways to and from the terminals, and airline changes or consolidations. As the ConRAC facility progresses through the construction phases, and new public parking spaces become available close to the terminals, the need for busing services may decrease or be phased out entirely prior to the end of the contracted period.

The City will guarantee payment for 2,200 hours per month for Months 1 through 20, regardless of the actual hours performed. Before the expiration of Month 18, City will give Contractor notice of extension for either: 1) LT Garage Bus Service beyond 20 months, without any guarantee of hours, or 2) cancellation of LT Garage Bus Services after Month 20.

### Supplemental Service

The City operates a fleet of buses and employs drivers to transport patrons to and from the Airport terminals and Outlying Lots (as shown on Attachment J). From time to time, there is a need to supplement these services when buses are out of service or drivers are not available.

The Services to be provided by Contractor will allow the City to respond to peak demand periods and also to maintain the required level of service should the City experience equipment failure or shortage of qualified drivers. Historically, peak demand periods are within the summer months on Tuesdays through Thursdays, during the Thanksgiving holiday period, Christmas/New Year's holiday period, the week of Spring Break, and occasionally for special events. The augmentation and termination of Supplemental Services for designated "peak periods" will be fluid, based on customer demand that creates a full capacity condition in the Airport's LT Garage; however, when possible, City will provide Contractor with a schedule up to two weeks in advance.

The Green Lot is a 1500 space surface lot bordered by Northern Blvd., John Saunders St., Dee Howard Way, and Airport Blvd. Bus access to the Lot is via a two-way access-controlled point off John Saunders St., directly across (east) from the Avis Car Rental location entrance. The City operates the Green Lot twenty-four hours a day, seven days a week, for employee parking. In addition, the Green Lot is opened to the public when needed to accommodate overflow parking during peak demand periods. Future plans for this lot include moving the employee parking to an alternate location that will not require bus service so that the entire lot will be used for public parking. This will begin at the same time that the construction of the ConRAC starts.

The Red Lot is a 500 space public parking lot located on Northern Boulevard east of Airport Boulevard and bordered by the airfield perimeter fence.

When called for Supplemental Service, Contractor may not use or reduce LT Garage Bus Services.

City does not guarantee minimum hours for Supplemental Services.

City reserves the right to add lots and/or routes, which may include LT Garage Bus Service route (after Month 20) to Supplemental Service.

### **Miscellaneous**

The following apply to both LT Garage Bus Service and Supplemental Service:

The City will provide a route map and bus stop locations / designations for Contractor. Contractor will not be responsible for the maintenance of the stops; however, Contractor shall be responsible for any damage it causes.

The City will provide signage for the proposed bus stops and way-finding signage in order for the passengers to locate the bus stops and understand where to pick-up the bus upon their return.

The City will provide magnetic signs identifying the route for placement on Contractor's vehicles used in the operation of this contract. Contractor shall utilize the signs provided.

The City will not provide office space, break room or private restroom space to Contractor.

The City will not provide space for long-term bus parking or maintenance facilities. All unused vehicle parking and maintenance must take place at Contractor's off-site facilities.

The contract will be administered, on behalf of City, by Aviation Department, Parking and Ground Transportation Division (Parking Division). Parking Division will oversee the contract and be responsible for the auditing of documentations, presentation of service level requirements, and basic coordination for daily operations with Contractor.

This contract is contingent upon the San Antonio City Council approving the construction of the ConRAC. If construction of the ConRac is approved by the San Antonio City Council, City shall issue Contractor a Notice to Proceed (NTP). Contractor shall be fully operational within 30 days of receipt of City's NTP. Any costs or expenses incurred by Contractor in anticipation of performance of this contract made prior to receipt of the NTP is at Contractor's sole risk and City shall have no liability therefore.

### **Scope of Work**

Contractor shall manage and operate the LT Garage Bus Service and Supplemental Service, provide all supplies, equipment, labor, material, maintenance and repair necessary for continued service during the life of the contract. Contractor shall operate at a full service level at all times regardless of any vehicle or staffing availability issues.

Contractor shall operate and maintain its own fleet of passenger buses equipped with **luggage racks** and **ADA compliant** wheelchair/scooter lifts. The buses shall be of the "cutaway" style with large entry/exit doors, and hand rails for standing passengers.

Contractor shall furnish managers, drivers, supervisors, mechanics, dispatcher and other employees as may be necessary for the safe and efficient operation of the service. All of Contractor's employees used in the performance of this contract shall be in possession at all times of valid licenses, approvals, and certificates as required by law for the type of vehicle that they are operating and the type of work they are performing.

Contractor must provide a Staffing Plan with its proposal, and provide an updated plan, if there are any changes, prior to the commencement of the contract, and at any time changes ensue thereafter. In addition, Contractor shall provide a current copy of the plan to City any time on demand during the life of the contract.

Contractor must provide a Driver Listing with its proposal, and provide an updated Driver List, if there are any changes, prior to the commencement of the contract, and must update the Driver List every 6 months or when there are personnel changes, whichever comes first, for the life of the contract. Contractor shall provide a current copy of the Driver List to City any time on demand during the life of the contract.

Contractor is responsible for creating and operating a daily bus schedule. Contractor is responsible for updating its established schedule to meet anticipated demand and for modifying the operation on a daily basis when necessary to meet the fluctuations of demand to maintain a minimum 5 minute departure schedule.

Contractor shall provide a schedule to the Parking Division administrator of the contract on a weekly basis for the following two week period.

Any modifications to the schedule that occur shall also be communicated immediately via email to the assigned Parking Division administrator(s).

Contractor shall comply with all applicable sections of the San Antonio Airports System Safety Management System (herein to be referred to as "SMS") and the Airport Rule and Regulations (also known as Chapter 3 of the City Municipal Code).

At least monthly, Contractor shall provide a report of all complaints, whether received by City or Contractor, with key information (e.g., nature of complaint, date, resolution, etc.) in a format to be agree upon by City. In addition to monthly reports, customer complaints that are received by Parking Division will be forwarded to Contractor and immediately be investigated and reported back to Parking Division.

Contractor shall meet with City Representatives of the Parking and Ground Transportation Division or any other City Employees of the Aviation Department when requested and at regularly established intervals set by City.

Contractor shall remove from service under this contract all employees who become disqualified from driving a passenger vehicle due to infractions/tickets/arrests. Contractor shall advise City immediately upon becoming aware of the disqualification(s).

All vehicles used during the contract period for the purposes of fulfilling contract obligations must not have any advertising affixed to the vehicle. This includes but is not limited to bus wraps, advertising boards, electronic displays other than a destination sign, externally or internally. The logo of the Company fulfilling the contract is excluded from this requirement provided that it does not reference any other company or service as an advertisement.

Buses must have at least one internal luggage rack or the ability to store luggage behind the seating area. The luggage rack and/or luggage area must be sized appropriately for the number of vehicle seats.

Services shall include transporting disabled patrons in a lift-equipped vehicle with sufficient space and required equipment to tie-down a minimum of one wheelchair.

Contractor must follow all applicable laws for license requirements and must guarantee that all drivers are properly licensed for all size(s) buses proposed. Contractor must provide for required employee breaks without interruption of service and shall coordinate all breaks with the Aviation Parking Division, in advance, in order to provide the opportunity to coordinate service activities.

All trips will be conducted on Airport property.

In the event of mechanical or personnel deficiencies, Contractor shall provide a replacement bus within two hours and at no additional cost to the City.

All buses must be ready for service, clean both inside and outside, full of fuel, and ready for use at the start of requested service.

Vehicle substitutions must be of the approved type and shall always be equipped with the provided magnetic identification prior to being allowed to operate under this contract.

Substitutions should be communicated immediately to the contract administrator via email and must include vehicle make/model/license plate number and applicable insurance cards and inspection dates.

Buses shall not be older than 8 years.

Contractor shall provide City's Aviation Parking Manager with a phone number for twenty-four hour availability.

Contractor shall provide buses and drivers at the rates established in this contract with unlimited mileage.

Buses must have air conditioning/heating systems and be equipped with automatic doors.

Contractor shall provide a daily passenger count, broken down into "Departing Passengers" and "Arriving Passengers", by half hour.

Contractor shall provide each driver's daily operating hours, showing bus identifier(s) if multiple buses are driven by the same driver in a day.

Contractor shall provide reports for the previous day's operations shall be provided to the contract administrator(s) the following business day by 11:00 a.m., except on weekends and established City Holidays.

Contractor shall provide reports for the weekend and the City Holidays the next regular business day by 2:00 p.m.

### **Long Term Garage Bus Service**

Contractor shall provide 24 hours a day, 7 days a week LT Garage Bus Service to and from LT Garage and designated location for Terminals A and B in the following categories:

- Peak times (4:30 am to 8:00 am and 8:00 pm to 12:00 am)
- Daytime Non-Peak times (8:00 am and 8:00 pm)
- Overnight Non-Peak times (12:00 am to 4:30 am with no departures scheduled)

The frequency of bus departures will be wholly dependent on the daily flight operations of the respective airlines operating out of SAT. Regardless of the number of buses required, passengers must not have more than a 5 minute wait time during Peak times and Daytime Non-Peak times. During Overnight Non-Peak times, the bus service may operate on an "On Demand" service in both directions. On-Demand services shall include:

- At LT Garage, Contractor will stage at the entrance of the LT Garage and intercept vehicles entering garage, greet vehicle and offer shuttle service, and assist passenger after they have parked and returned to ground level floor.
- At the terminals, Contractor will stage at the designated Terminal A and B location with departures as needed.

Vehicles must not exceed 18 passenger size and can be no more than 10 feet in height. Perimeter seating is preferred.

Contractor is not required to market the service.

### **Supplemental Services**

For Supplemental Services, Contractor shall provide on-demand services to supplement City provided service for the routes to the surface lots when requested by City. On-demand services shall require Contractor to provide the following:

- Contractor must, upon a minimum of four hours notice from the City, provide up to three buses and drivers per day for the date(s) and time(s) required by the City.
- Contractor shall, upon less than four hour notice from the City, provide one bus and driver for the time required by the City, not to exceed one bus per day.

Contractor shall operate Supplemental Services at the Airport with a headway time of, at a maximum, eight minutes. Buses shall run continuously on route to ensure optimal level of service for travelers using the lots.

Buses must have a seating capacity of between fourteen to thirty passengers.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate 20 months from 30 days after the date of Notice to Proceed.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 YEAR year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

### Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### All or None Bid.

City of San Antonio will make award to one bidder only.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

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

### Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.



Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Temporary Busing Services" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

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

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

<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> </ul>	<p>Combined <u>S</u>ingle <u>L</u>imit for <u>B</u>odily <u>I</u>njury and <u>P</u>roperty <u>D</u>amage of \$1,000,000 per occurrence;</p>
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Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name 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 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 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 City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

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 City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### Bid Bonds.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$25,000.00. The Bid Bond shall be valid for 180 DAYS days following the deadline for submission of bids. The Bid 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 Bidder is not selected, 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 bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

#### Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$2,000,000.00. 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 bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. The performance bond shall secure all services provided herein, but the duration of the bond shall only be for the full term of Item 1, Long Term Garage Bus Service, and shall be non-cancelable during the period Long Term Garage Bus Service is provided.

#### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Part One – Respondent Questionnaire
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan
- Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Proposal Checklist
- Attachment H – Proposed LT Garage Busing Routes
- Attachment I – Proposed LT Garage Busing Routes - Detail
- Attachment J – Bus Routes – Public Parking (Green and Red Lots)
- Attachment K – Sample Service Level Schedule
- Attachment L – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
- Attachment M – Non-Discrimination Ordinance Language
- Attachment N – VOSB Ordinance Language
- Attachment O – SBEDA Ordinance Compliance Provisions
- Attachment P – Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License

## 006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices,

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

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

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR 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. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

## Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**



**007 - SIGNATURE PAGE**

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, 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 Information

Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

## 008 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term “offer” is synonymous with the terms “bid” and “proposal”.

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

**009 - ATTACHMENTS**

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

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

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

Provide address of office from which this project would be managed:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

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

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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

Yes \_\_\_ No \_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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.

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**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.

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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## REFERENCES

Provide 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: \_\_\_\_\_

\_\_\_\_\_

## **RFCSP ATTACHMENT A, PART TWO**

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

Prepare and submit narrative responses to address the following items. Restate the question when providing the response. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
- Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
- List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
- If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
- Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
- State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- Describe the Management Structure proposed to fulfill the terms of the contract, describe the proposed job descriptions for each position and provide a full CV for incumbents.
- Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.



## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Restate the question when providing the response.

- **Operating Plan** - Describe the proposed plan to conduct operations, to include the following:
  - Proposed operating schedule showing the number of buses and staff to provide service.
  - A detailed schedule of buses operating on airport property at any given time of the day including when driver breaks occur.
  - Implementation plan showing schedule to be fully operational within 30 days of receipt of Purchase Order.
  - A full and complete listing of all units to be used on the service of the contract showing the model year, model name, capacity and maintenance history.
  - Describe Respondent's plans for procuring off-airport facility for office space, break room, private restroom, unused bus parking, and bus maintenance.
  - Describe and maintain a contingency plan for adapting to fluctuating service needs and for responding to vehicle or employee shortages. Include plan for addressing additional traffic from large events, such as the NCAA Division 1 Men's Basketball Championship Finals.
  - Provide a sample schedule in a format similar to Attachment K, Sample Service Level Schedule, and have it encompass at least 7 days. (NOTE: Attachment K is a one day sample. City is requiring a weekly schedule in the same format that also includes a roll-up summary of all 7 days.)
- **Staffing Plan** – Describe the proposed plan, to include the following
  - An organizational chart showing positions for managers, drivers, mechanics and all other personnel assigned to the contract.
  - Job description for each position identified in organizational chart, including all certificates, licenses, and registrations required for the job.
- **Emergency Plan** – Describe in full detail all emergency plans the Respondent has currently in place and any proposed additions to the existing plan to encompass contractual obligations.
- **Safety and Training Plan** – Describe the proposed plan, to include the following
  - Describe in full detail the Safety and Training Plans and provide examples of the documentation trail to ensure 100% compliance.
  - Established Safety Plan with documentation of completion of all Contractor staff available for inspection prior to commencement and at any time during the life of the contract.
  - Established Training Plan with documentation of completion of all Contractor staff available for inspection prior to commencement and at any time during the life of the contract.
- **Customer Service Plan** – Complaint response plan. The Plan must include method for tracking source of complaint, resolution actions, and providing at a minimum a monthly report to the City which contains the details of all issues.
- **Additional Information** - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

Price to be all inclusive, including, but not limited to, all direct and indirect costs, operating expenses, overhead and profit.

**Item 1: LT Garage Bus Services**

- a. Base Monthly Hours Guaranteed for Months 1 through 20.

Base Monthly Hours	Description	Total Price Per Month
2,200	Operating Hours similar to published Sample Service Level Schedule <sup>[A]</sup>	\$ _____

- b. Hourly rates for LT Garage Bus Services during Months 1 – 20 above the Base Monthly Hours. This rate is per bus, per driver, per hour.

Description <sup>[B]</sup>	Hourly Rate	Estimated Monthly Hours <sup>[C]</sup>	Total
Regular Hours	\$ _____	515	\$ _____
Holiday Hours	\$ _____	100	\$ _____
Unscheduled Hours	\$ _____	20	\$ _____

- c. Hourly rates for LT Garage Bus Services without Base Monthly Hours guarantee, after month 20. This is a rate per bus, per driver, per hour.

Description <sup>[B]</sup>	Hourly Rate	Estimated Monthly Hours <sup>[C]</sup>	Total
Regular Hours	\$ _____	2715	\$ _____
Holiday Hours	\$ _____	100	\$ _____
Unscheduled Hours	\$ _____	20	\$ _____

**Item 2: Supplemental Services**

- a. Hourly rates for Supplemental Services. This is a rate per bus, per driver, per hour.

Description <sup>[B]</sup>	Hourly Rate	Estimated Monthly Hours <sup>[C]</sup>	Total
Regular Hours	\$ _____	42	\$ _____
Holiday Hours	\$ _____	16	\$ _____
Unscheduled Hours	\$ _____	32	\$ _____

<sup>[A]</sup> See RFCSP Attachment K, Sample Service Level Schedule

<sup>[B]</sup> Hours are defined as follows:

**Regular Hours:** Twenty-four hours a day, seven days a week (excluding Holiday and Unscheduled Hours).

**Holiday Hours:** Hours of service that are provided on federally observed holidays.

**Unscheduled Hours:** Hours of services that are provided on less than four hours notice. Limited to four hours for any call-outs. After the four hour limit, services will be considered Regular Hours or Holiday Hours, as applicable.

<sup>[C]</sup> Estimated Monthly Hours are for evaluation purposes only.

**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

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

**RFCSP 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.**

**RFCSP ATTACHMENT E**

**SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

Posted as separate documents.

**RFCSP ATTACHMENT F**  
**CITY OF SAN ANTONIO**  
**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

(Posted as a separate document)

## RFCSP ATTACHMENT G

### PROPOSAL CHECKLIST

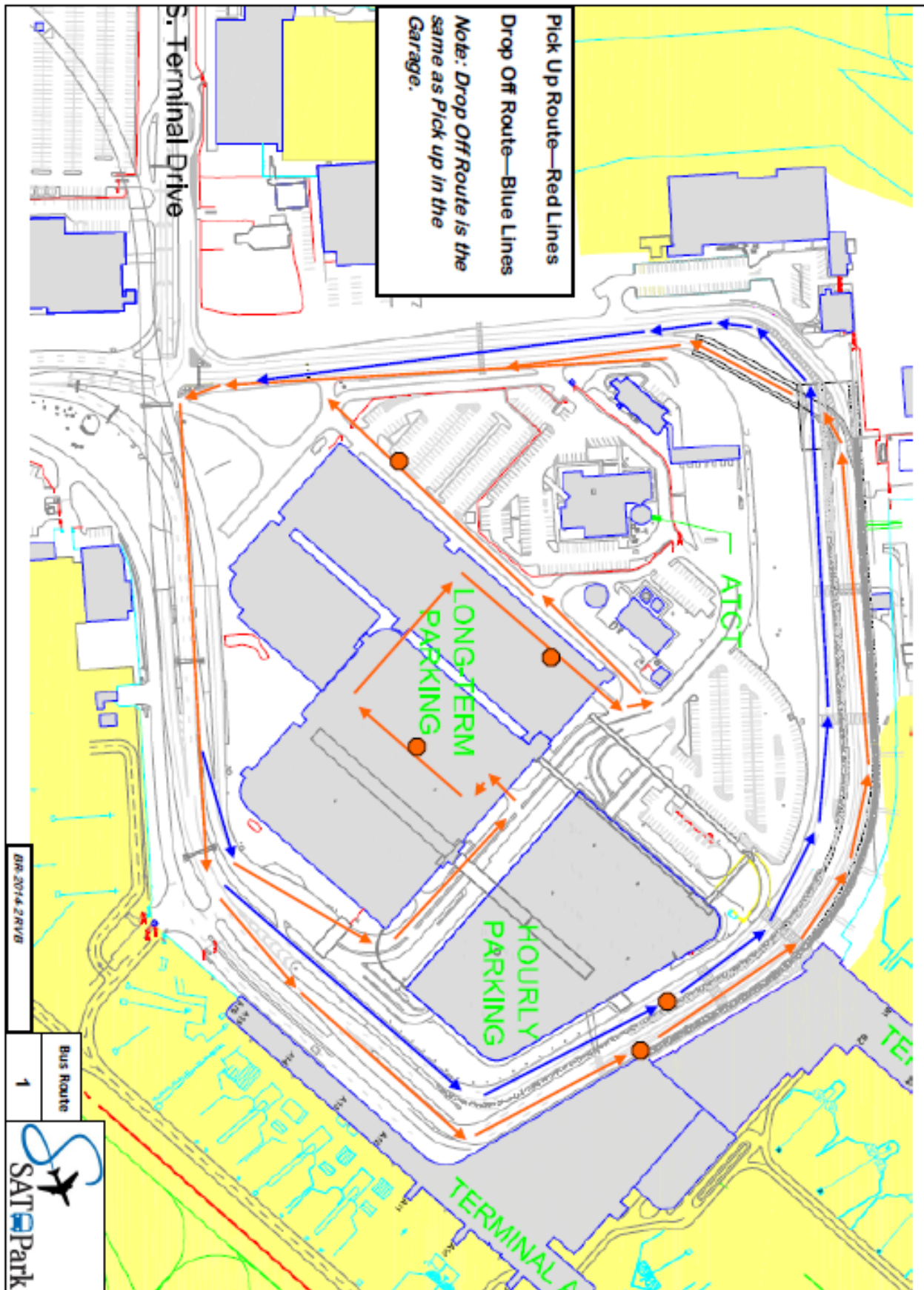
Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment F; and	
Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability (See RFCSP Section 005) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment G	
One (1) Original, five (5) paper copies, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

RFCSP ATTACHMENT H

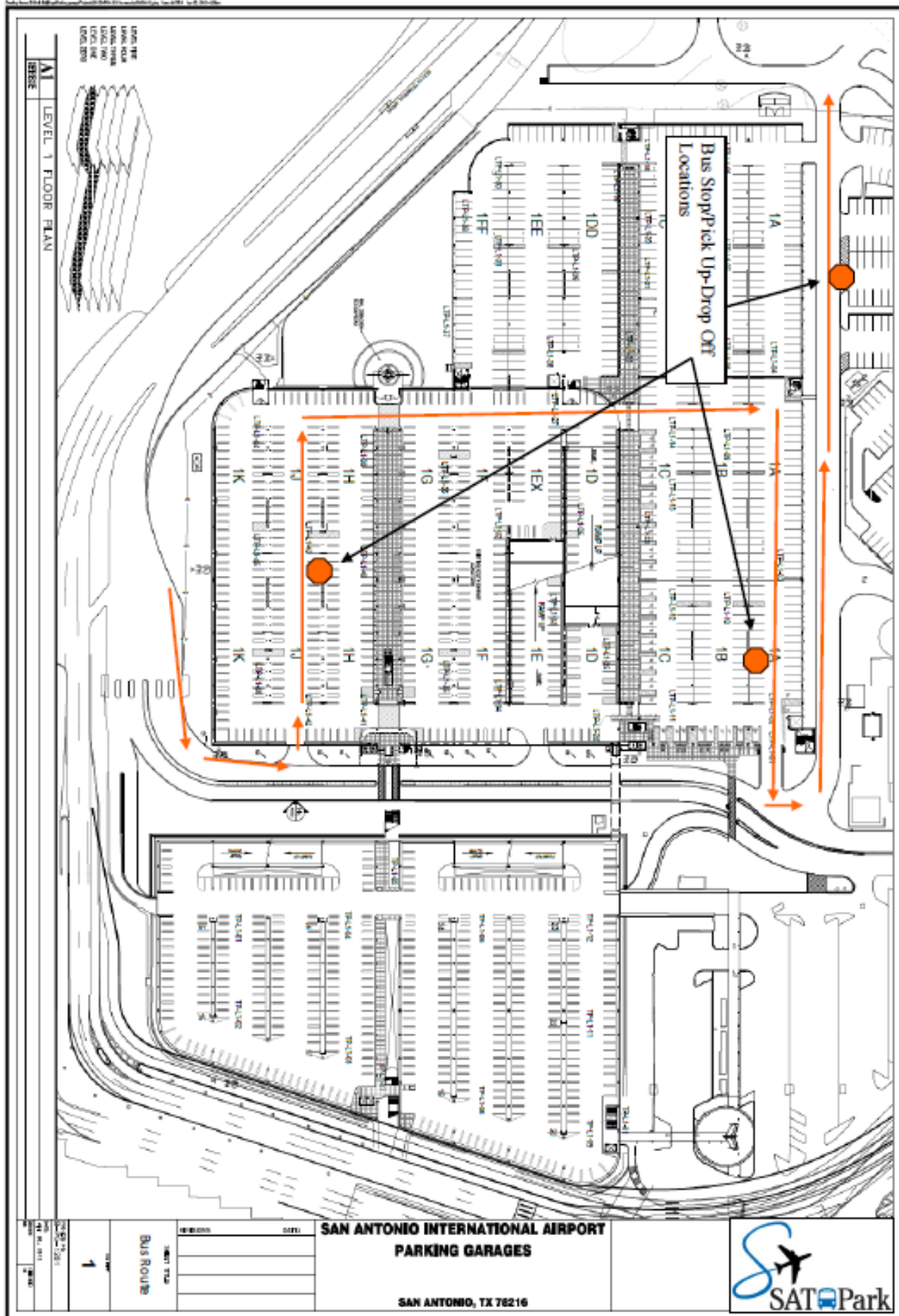
PROPOSED LONG TERM GARAGE BUSING ROUTES





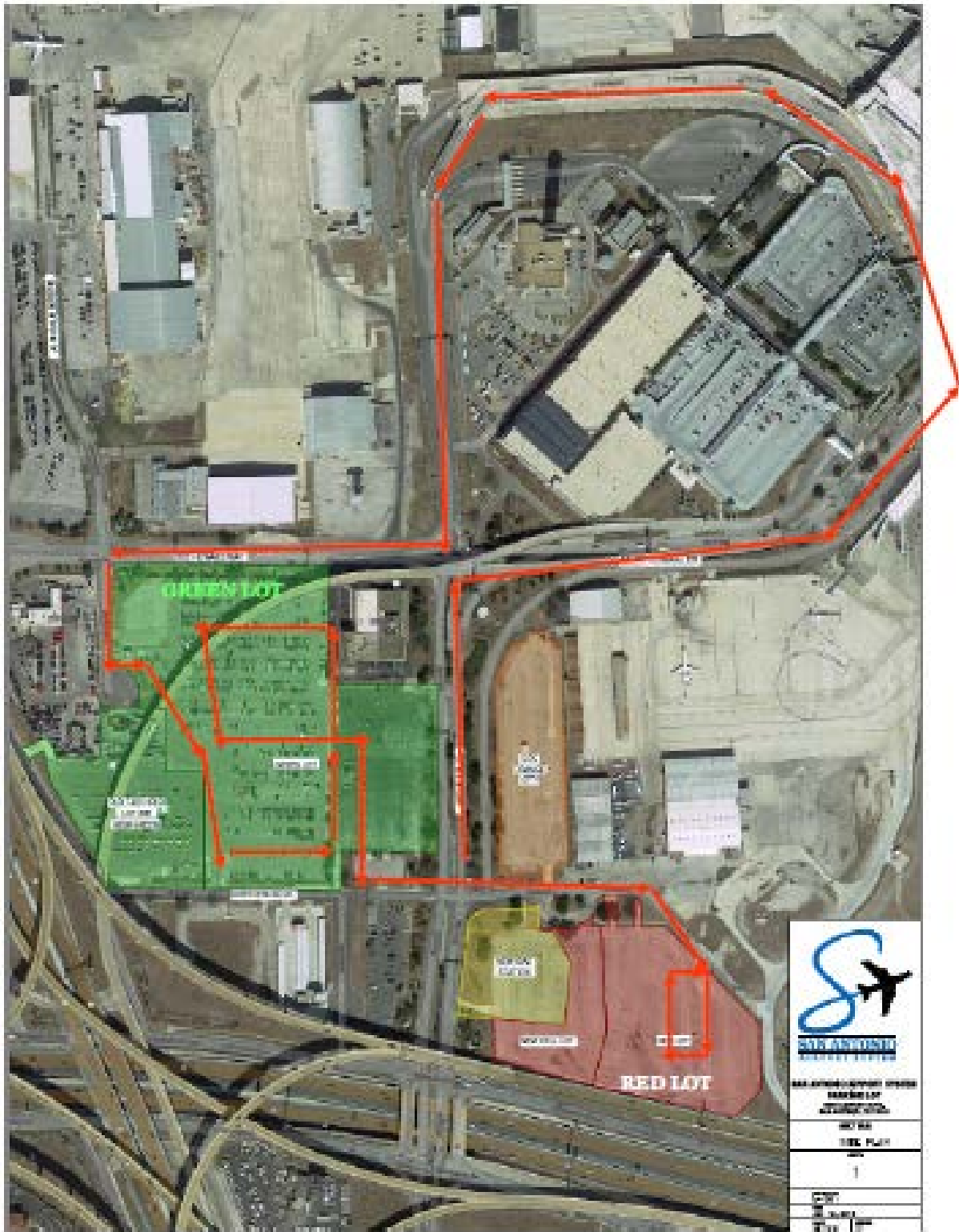
RFCSP ATTACHMENT I

PROPOSED LONG TERM GARAGE BUSING ROUTES - DETAIL



RFCSP ATTACHMENT J

BUS ROUTES – PUBLIC PARKING (GREEN AND RED LOTS)



All routes are approximate and are subject to modification based upon business need and traffic flow.

**RFCSP ATTACHMENT K**  
**SAMPLE – 24 HOUR SERVICE LEVEL SCHEDULE**  
(Posted as a separate document)

**RFCSP ATTACHMENT L**

**SUPPLEMENTAL INFORMATION RELATED TO THE  
STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT**

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

**RFCSP ATTACHMENT M**

**NON DISCRIMINATION LANGUAGE**

Non Discrimination. As a party to this contract, Contractor or Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**RFCSP ATTACHMENT N**  
**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.

## RFCSP ATTACHMENT O

### SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

#### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/edd/SmallBusiness>) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/edd/SmallBusiness>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used

by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.



**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration

System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and

Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

## RFCSP ATTACHMENT P

### 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 Airport Identification Media (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. Furthermore, any contractor assigned to the project who has a business related need to be present within the SIDA, Secured Area or Sterile Area for more than 14 days (consecutive or intermittently) must be processed for a SAT badge.

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. A Top Hat may be obtained at SIDA vehicle gate #20 at the end of each work day.

The procedures to obtain an Airport Identification Media (badge) and/or an airport driver's license are as follows:

#### **A) Airport Badge and ID Office**

- 1) The Airport Security Badge and ID Office is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the Airport Security of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call Kenneth Barrett at (210) 207-3840 to arrange to become an Authorizing Signatory. The Authorized Signatory will be responsible for all Airport Identification Media (badges) to be issued to the Contactor's employees working on the contract. Mr. Barrett will send the appropriate link to the person in order to complete an application for badge processing. Once the application has been approved an appointment will be set to come to the Badge and ID Office for processing and training. Once the person has completed the required training they will then be authorized to approve applications for other Contactor employees under their responsibility. **Note:** If an employee of the Contactor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a Airport Identification Media (badge) and will be ineligible to perform work at SAT.
- 3) All Airport Identification Media (badge) applications are processed electronically via an online application process. Once the Contactor's Authorizing Signatory has been trained successfully on their responsibilities and completed all phases of the badging process, the website address for Contactor'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, 2010 badge processing fees are:

<u>Airport Security Badge &amp; 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 <sup>st</sup> Offense	25.00
2 <sup>nd</sup> Offense	50.00
3 <sup>rd</sup> Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a Criminal History Records Check (CHRC) and Security Threat Assessment (STA) must be completed before the Contractor's employees may attend the computer-based SIDA training class. The SIDA class takes approximately 1-1 ½ hours to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge will only be issued after the applicant successfully completes the SIDA class; Airport Security completes the CHRC and receives an approved STA. It may take anywhere from five (5) business days to four (4) weeks before the applicant may be issued a Airport Identification Media (badge).
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued Airport Identification Media (badge) to the Airport Security Badge and ID Office 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. Each SAT badge that is not returned to the Airport Security Badge and ID Office is subject to a \$75.00 non-returned badge fee.
- 7) Any lost or stolen Airport Identification Media (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) The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216.
- 2) It is the sole responsibility of the tenants, airlines or contractors to select the correct training course needed for their employees. There are two types of airfield training courses: non-movement areas and movements areas. Non-movement areas are aprons and parking areas in the Airport Operation Area (AOA). No ATCT clearance is required. Movement w/Restrictions: Taxiways as well as other areas using for taxiing aircraft and aircraft parking areas. ATCT clearance is required.
- 3) To obtain an Airfield Driver's License an employee must attend an Airport sponsored drivers training class and pass a written test at the end of each class with a 90% or better. The airfield driver license can only be issued to a person passing the test.
- 4) The non-movement classes are held on every Monday and Tuesday at 9:00 a.m. and Thursday at 1:00 p.m. The movement classes are held every Tuesday at 1:00 p.m. and Thursday at 9:00 a.m. All classes must be scheduled in advance. To schedule a class call Airport Operations at 207-3475.
- 5) A valid State driver's license and a SAT Security Identification Display Area (SIDA) badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be presented at the time of the class. The copy of all three items stated must be submitted to the AOO for record on file.
- 6) You must have radio contact with FAA Air Traffic Controller to receive clearance to cross taxiways at all times.

7) Airfield Driver's Training Program Fees:

Course Amount:

Non-Movement Area \$ 20.00

Movement Area \$ 25.00

Replacement License \$ 10.00

Expired License Penalty \$ 20.00

We will continue sending renewal notices approximately one month in advance to assure that drivers have enough time to schedule to attend the class prior to expiration.

- 8) 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.
- 9) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Security Office. 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.
- 10) 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.

- 11) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to the Airport Operations Office and notify Planning and Development and at the end of the return process so that the final payment to the consultants or contractors for the work involved can be processed.
- 12) Vehicles routinely operating within the Movement area shall have an operating yellow flashing light mounted on the uppermost part of the Vehicle.



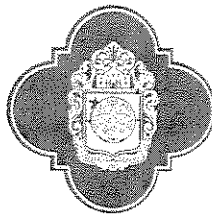
## EXHIBIT I TO ATTACHMENT 5

### 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



City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposals, Annual Contract for Temporary Busing Services for the San Antonio International Airport, (RFCSP 6100005267), Scheduled to Open: March 2, 2015. Date of Issue: January 30, 2015.

FROM: Paul J. Calapa  
Procurement Administrator

DATE: February 18, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:**

1. Change: Proposal due date and time is extended to Monday, March 9, 2015 at 2:00 p.m. Central Time.
2. Change: RFCSP, Attachment A, Part Three – Proposed Plan, second bullet – Staffing Plan, is amended as follows:
  - **Staffing Plan** – Describe the proposed plan, to include the following
    - An organizational chart showing positions for managers, drivers, mechanics and all other personnel assigned to the contract.
    - Job description for each position identified in organizational chart, including all certificates, licenses, and registrations required for the job.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS: PRE-SUBMITTAL CONFERENCE:**

On February 10, 2015, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for Temporary Busing Services Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

- Question 1: How many buses is the City expecting the Contractor to provide?  
Response: Contractors shall propose the number of buses that would be necessary to meet the quality of service that the City is looking for.
- Question 2: If submitting electronically, is the bid bond the only thing that needs to go to the Office of the City Clerk?  
Response: Yes.

Question 3: If the Prime Contractor does not qualify as a Small Business Enterprise (SBE), is there something else they can do to receive the SBEDA points?

Response: No. To be eligible to receive fifteen (15) evaluation preference points the Prime respondents must be certified as Small Business Enterprises (SBEs) and must propose by documenting on the Subcontractor/Supplier Utilization Commitment Form that at least 51% of the contract shall be self-performed or shall be subcontracted to other certified SBEs. To be SBEDA eligible SBEs, prime respondents must be certified as SBEs through the South Central Texas Regional Certification Agency (SCTRCA) and be headquartered or demonstrate "significant business presence" (20% of total company employees) regularly based in the SAMSA (Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, or Wilson) for at least one year. All prime respondents must **sign and submit** the Subcontractor/Supplier Utilization Form with their proposal, even if they are not eligible to receive the evaluation preference points.

Question 4: Can the prime contractor joint venture with an SBE to receive the points?

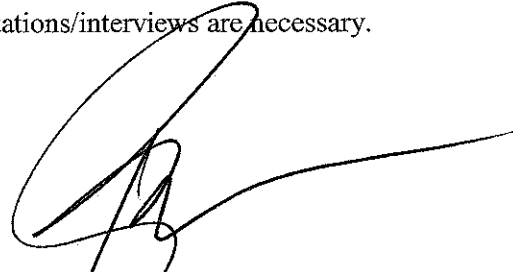
Response: No. SCTRCA does not certify joint ventures. Therefore, a joint venture is NOT eligible for SBE Prime Contractor Program evaluation points.

Question 5: Can the prime contractor receive SBEDA points if they subcontract to SBE firms?

Response: No evaluation criteria percentage points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Question 6: Will Contractors be required to do a presentation?

Response: The evaluation committee will determine if presentations/interviews are necessary.



Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division

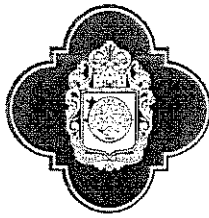
Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

\_\_\_\_\_  
Signature



**City of San Antonio**

**ADDENDUM II**

**SUBJECT:** Request for Competitive Sealed Proposals, Annual Contract for Temporary Busing Services for the San Antonio International Airport, (RFCSP 6100005267), Scheduled to Open: March 9, 2015. Date of Issue: January 30, 2015.

**FROM:** Paul J. Calapa  
Procurement Administrator

**DATE:** February 26, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I TO THE ABOVE REFERENCED REQUEST FOR  
COMPETITIVE SEALED PROPOSALS**

**QUESTIONS RECEIVED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR  
RESPONDENTS: RESTRICTIONS ON COMMUNICATION:**

Question 1: Can the City provide vehicle ingress and egress volume counts broken out by hour for all parking locations impacted in the construction so we can back into how many shuttles and staffing levels will be needed and what size?

Response: Exhibit A to this Addendum II shows examples of Occupancy by hour and Exits per hour/by station for February 18, 2015. This day represents a typical pattern for a regular average day. Higher and lower demands for parking are typical at SAT as at most airports. Early morning demand is greater for incoming and by evening, the traffic flows out. Monday and Tuesday are heavy incoming parking days while Thursday, Friday, and Sunday nights are busy exiting evenings. The heaviest exit days of the year are the Sunday after Thanksgiving and the week between Christmas and New Year's.

Question 2: Are drivers required to assist with luggage?

Response: They are not required to assist with luggage but are certainly encouraged to do so.

Question 3: Both of the following statements were taken from the RFCSP and are contradictory. Can you please confirm which is correct?

“Vehicles must not exceed 18 passenger size and can be no more than 10 feet in height. Perimeter seating is preferred.”

“Buses must have a seating capacity of between fourteen to thirty passengers.”

Response: Both statements are correct. The first statement (“Vehicles must not exceed 18 passenger size and can be no more than 10 feet in height. Perimeter seating is preferred.”) applies to the buses used for Long Term Garage Bus Service. The second statement (“Buses must have a seating capacity of between fourteen to thirty passengers.”) applies to buses used for Supplemental Services.

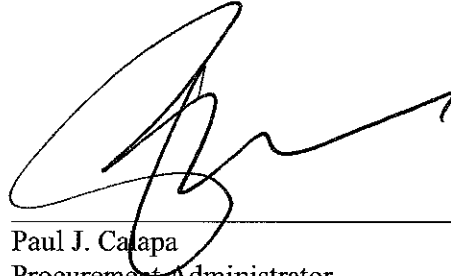
Question 4: Will there be an annual increase allowed in the rate charged to the City for the services if it is extended beyond the 20 months?

Response: RFCSP Attachment B, Price Schedule, Item 1.c, provides Contractor the opportunity to increase prices for Month 21 and beyond.

- Question 5: Are employees required to pay for parking?  
Response: Parking for Contractor's employees will be available in the Airport Employee Parking lot at the established rate of \$30 per month and will be the Selected Contractor's (or Selected Contractor's employee) responsibility.
- Question 6: Please provide clarification on page 16 "SAePS Electronic Catalog Options". Does this apply to this RFCSP?  
Response: No.
- Question 7: Is there a DBE requirement with this contract (since there may be federal dollars utilized), if so, then would you please clarify. I attended the pre-proposal in case there was a small business requirement and one of the primes was looking for supplemental staff for this contract. We are also DBE certified.  
Response: No DBE requirement but there is a SBEDA requirement (see response to Question 1 in Addendum I).
- Question 8: Please clarify the ADA shuttle requirement. Does every shuttle have to be ADA equipped or can a percentage of the fleet be ADA equipped?  
Response: Yes, the City requires that all shuttles are ADA compliant.
- Question 9: Does City perform hourly passenger counts for the employee shuttle service? If so, could these counts be provided?  
Response: The employee shuttle counts are not relevant to this project and would not help in determining need for buses to provide Supplemental Services. Supplemental Services will be serving public passengers only. In June, employees will be moving to a parking lot that is adjacent to the terminals and within walking distance.
- Question 10: Does City have any requirements as to what type of fuel the shuttles need to use for operation?  
Response: No.
- Question 11: Please clarify the following statement from page 12 of the RFCSP, "The City will guarantee payment of 2200 hours per month" Is this a minimum or maximum?  
Response: Minimum. The City will pay for 2,200 hours per month in Months 1 – 20, even if actual hours performed in any given month are fewer than 2,200.
- Question 12: Please clarify that the current employee parking (green) lot will be available for over flow parking including all 1500 spaces?  
Response: Yes it will be available by the start of the busing contract for public parkers only.
- Question 13: Does the City have overnight inventory counts for all days that overflow parking was utilized in 2013 and 2014? If so, could they be provided?  
Response: The City does not have the requested counts.
- Question 14: What was the total number of available parking spaces (including overflow) for 2013 and 2014?  
Response: Total public parking spaces for 2013/2014 was 7,232.
- Question 15: Once the 1256 Hourly Garage spaces are taken out of service for construction, what is the projected total available parking spaces for the entire airport including overflow?  
Response: The number of available public parking will actually increase due to some additional surface lot improvements that are planned to be completed prior to the contract start date. Total public parking spaces for 2015/2016 is estimated to be 7,650.

Question 16: Please clarify the maximum height and passenger seating for shuttles that will be entering into and driving through LT Garage?

Response: RFCSP Section 004-Scope of Services, Scope of Work, Long Term Garage Bus Service, paragraph 3 (Page 15 of 58), "Vehicles must not exceed 18 passenger size and can be no more than 10 feet in height." This is due to clearance and turning radius issues in the garage.



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Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division

# EXHIBIT A TO ADDENDUM II

## OCCUPANCY BY HOUR

Day : 02/18/2015 (20)

Hour : 4 (2)	Occupancy Count	Counter Id	Counter Name
	614	119	Total Cars In Hourly
	3889	121	Total Cars in Long Term
	Sum: 4503		

Hour : 5 (2)	Occupancy Count	Counter Id	Counter Name
	668	119	Total Cars In Hourly
	4043	121	Total Cars in Long Term
	Sum: 4711		

Hour : 6 (2)	Occupancy Count	Counter Id	Counter Name
	4248	121	Total Cars in Long Term
	733	119	Total Cars In Hourly
	Sum: 4981		

Hour : 7 (2)	Occupancy Count	Counter Id	Counter Name
	768	119	Total Cars In Hourly
	4385	121	Total Cars in Long Term
	Sum: 5153		

Hour : 8 (2)	Occupancy Count	Counter Id	Counter Name
	840	119	Total Cars In Hourly
	4489	121	Total Cars in Long Term
	Sum: 5329		

Hour : 9 (2)	Occupancy Count	Counter Id	Counter Name
	824	119	Total Cars In Hourly
	4545	121	Total Cars in Long Term
	Sum: 5369		

Hour : 10 (2)	Occupancy Count	Counter Id	Counter Name
	4535	121	Total Cars in Long Term
	870	119	Total Cars In Hourly
	Sum: 5405		

Hour : 11 (2)	Occupancy Count	Counter Id	Counter Name
	4470	121	Total Cars in Long Term
	884	119	Total Cars In Hourly
	Sum: 5354		

Hour : 12 (2)	Occupancy Count	Counter Id	Counter Name
	910	119	Total Cars In Hourly
	4537	121	Total Cars in Long Term
	Sum: 5447		

Hour : 13 (2)	Occupancy Count	Counter Id	Counter Name
	4537	121	Total Cars in Long Term

**OCCUPANCY BY HOUR**

	892	119	Total Cars In Hourly
	Sum: 5429		
Hour : 14 (2)			
	Occupancy Count	Counter Id	Counter Name
	877	119	Total Cars In Hourly
	4540	121	Total Cars in Long Term
	Sum: 5417		
Hour : 15 (2)			
	Occupancy Count	Counter Id	Counter Name
	882	119	Total Cars In Hourly
	4561	121	Total Cars in Long Term
	Sum: 5443		
Hour : 16 (2)			
	Occupancy Count	Counter Id	Counter Name
	860	119	Total Cars In Hourly
	4535	121	Total Cars in Long Term
	Sum: 5395		
Hour : 17 (2)			
	Occupancy Count	Counter Id	Counter Name
	4472	121	Total Cars in Long Term
	805	119	Total Cars In Hourly
	Sum: 5277		
Hour : 18 (2)			
	Occupancy Count	Counter Id	Counter Name
	4388	121	Total Cars in Long Term
	758	119	Total Cars In Hourly
	Sum: 5146		
Hour : 19 (2)			
	Occupancy Count	Counter Id	Counter Name
	4340	121	Total Cars in Long Term
	764	119	Total Cars In Hourly
	Sum: 5104		
Hour : 20 (2)			
	Occupancy Count	Counter Id	Counter Name
	4232	121	Total Cars in Long Term
	716	119	Total Cars In Hourly
	Sum: 4948		
Hour : 21 (2)			
	Occupancy Count	Counter Id	Counter Name
	4134	121	Total Cars in Long Term
	665	119	Total Cars In Hourly
	Sum: 4799		
Hour : 22 (2)			
	Occupancy Count	Counter Id	Counter Name
	642	119	Total Cars In Hourly
	4028	121	Total Cars in Long Term
	Sum: 4670		
Hour : 23 (2)			
	Occupancy Count	Counter Id	Counter Name



OCCUPANCY BY HOUR

601	119	Total Cars In Hourly
3895	121	Total Cars in Long Term
Sum: 4496		

Day : 02/19/2015 (4)

Hour : 0 (2)

Occupancy Count	Counter Id	Counter Name
557	119	Total Cars In Hourly
3811	121	Total Cars in Long Term
Sum: 4368		

Hour : 1 (2)

Occupancy Count	Counter Id	Counter Name
3806	121	Total Cars in Long Term
551	119	Total Cars In Hourly
Sum: 4357		

Hour : 2 (2)

Occupancy Count	Counter Id	Counter Name
629	119	Total Cars In Hourly
3975	121	Total Cars in Long Term
Sum: 4604		

Hour : 3 (2)

Occupancy Count	Counter Id	Counter Name
718	119	Total Cars In Hourly
4145	121	Total Cars in Long Term
Sum: 4863		

EXIT TOTALS BY HOUR

Station : A41-Exit Ln 1 (2)

Day : 02/18/2015 (16)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
8	2	2	0	0	0	0	0	0	0	0
9	3	1	2	2	0	0	0	0	0	0
10	3	0	3	3	1	0	0	0	0	0
11	1	0	1	1	1	0	0	0	0	0
12	3	0	3	3	1	1	0	0	0	0
13	7	0	7	7	6	1	0	0	0	0
14	2	0	2	2	1	1	0	0	0	0
15	6	1	5	5	3	2	0	0	0	0
16	18	0	18	18	13	4	1	0	0	0
17	9	0	9	9	3	2	4	0	0	0
18	6	1	5	5	3	1	1	0	0	0
19	33	0	33	33	8	11	13	1	0	0
20	17	1	16	16	5	6	5	0	0	0
21	7	0	7	7	1	3	3	0	0	0
22	19	0	19	19	9	5	4	1	0	0
23	29	0	29	29	11	4	14	0	0	0
	Sum: 165	Sum: 6	Sum: 159	Sum: 68	Sum: 40	Sum: 49	Sum: 2	Sum: 0	Sum: 0	Sum: 0

Day : 02/19/2015 (1)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
0	1	1	0	0	0	0	0	0	0	0
	Sum: 1	Sum: 1	Sum: 0	Sum: 0	Sum: 0	Sum: 0	Sum: 0	Sum: 0	Sum: 0	Sum: 0

Station : A42-Exit Ln 2 (2)

Day : 02/18/2015 (16)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
5	1	0	1	1	0	0	1	0	0	0
9	1	1	0	1	0	0	0	0	0	0
10	8	1	7	7	5	2	2	0	0	0
11	6	1	5	5	1	2	2	0	0	0
12	10	1	9	9	5	2	2	0	0	0
13	17	1	16	16	8	4	4	0	0	0
14	9	3	6	6	3	2	1	0	0	0
15	14	1	13	13	5	2	6	0	0	0
16	29	1	28	28	8	7	13	0	0	0
17	15	0	15	15	10	3	2	0	0	0
18	15	0	15	15	9	3	3	0	0	0
19	41	2	39	39	22	7	10	0	0	0
20	32	1	31	31	12	10	8	1	0	0
21	22	0	22	22	14	4	4	0	0	0
22	37	1	36	36	16	10	10	0	0	0
23	41	0	41	41	27	5	9	0	0	0
	Sum: 298	Sum: 13	Sum: 285	Sum: 146	Sum: 61	Sum: 77	Sum: 1	Sum: 0	Sum: 0	Sum: 0

Day : 02/19/2015 (2)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
0	2	1	1	1	0	0	1	0	0	0
3	1	1	0	0	0	0	0	0	0	0
	Sum: 3	Sum: 2	Sum: 1	Sum: 0	Sum: 0	Sum: 1	Sum: 0	Sum: 0	Sum: 0	Sum: 0

Station : A43-Exit Ln 3 (2)

Day : 02/18/2015 (15)

EXIT TOTALS BY HOUR

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
5	1	1	0	0	0	0	0	0	0	0
7	1	0	0	0	0	0	0	0	0	0
11	1	0	0	1	0	0	0	0	0	0
12	1	1	0	0	0	0	0	0	0	0
13	1	1	0	0	0	0	0	0	0	0
14	2	0	2	1	0	1	0	0	0	0
15	4	2	2	0	2	0	0	0	0	0
16	2	0	0	2	1	0	1	0	0	0
17	20	1	19	11	4	4	0	0	0	0
18	23	0	23	8	6	9	0	0	0	0
19	4	0	4	3	0	1	0	0	0	0
20	10	1	9	3	3	3	0	0	0	0
21	1	0	1	1	0	0	0	0	0	0
22	27	0	27	10	10	7	0	0	0	0
23	15	2	13	6	3	4	0	0	0	0
	Sum: 113	Sum: 9	Sum: 103	Sum: 44	Sum: 28	Sum: 31	Sum: 0	Sum: 0	Sum: 0	Sum: 0

Day : 02/19/2015 (1)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
0	2	0	2	1	0	1	0	0	0	0
	Sum: 2	Sum: 0	Sum: 2	Sum: 1	Sum: 0	Sum: 1	Sum: 0	Sum: 0	Sum: 0	Sum: 0

Station : A44-Exit Ln 4 (2)

Day : 02/18/2015 (17)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
5	1	0	1	1	0	0	0	0	0	0
8	1	0	1	0	1	0	0	0	0	0
9	4	0	4	2	1	1	0	0	0	0
10	14	2	12	6	4	2	0	0	0	0
11	16	2	13	8	4	1	0	0	0	0
12	13	1	12	3	4	4	1	0	0	0
13	28	0	28	16	7	5	0	0	0	0
14	20	1	19	15	1	3	0	0	0	0
15	21	3	18	14	2	1	1	0	0	0
16	41	4	37	13	18	6	0	0	0	0
17	30	2	28	10	10	7	1	0	0	0
18	28	2	26	10	11	5	0	0	0	0
19	39	2	37	17	9	10	1	0	0	0
20	41	0	41	18	13	9	1	0	0	0
21	33	1	32	13	7	12	0	0	0	0
22	45	0	45	26	9	8	2	0	0	0
23	48	0	47	26	14	7	0	0	0	0
	Sum: 423	Sum: 20	Sum: 401	Sum: 198	Sum: 115	Sum: 81	Sum: 7	Sum: 0	Sum: 0	Sum: 0

Day : 02/19/2015 (1)

Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
0	7	0	7	5	0	2	0	0	0	0
	Sum: 7	Sum: 0	Sum: 7	Sum: 5	Sum: 0	Sum: 2	Sum: 0	Sum: 0	Sum: 0	Sum: 0

Station : A45-Exit Ln 5 (1)

Day : 02/18/2015 (20)

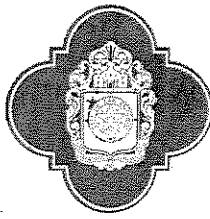
Hour	Total	Cash	Credit Card	Visa	Master Card	AMEX	Discover	Diners Club	Access Card	AVI (Reserved Lot)
4	1	0	1	1	0	1	0	0	0	0
5	1	0	1	1	0	1	0	0	0	0











**City of San Antonio**

**ADDENDUM III**

**SUBJECT:** Request for Competitive Sealed Proposals, Annual Contract for Temporary Busing Services for the San Antonio International Airport, (RFCSP 6100005267), Scheduled to Open: March 9, 2015. Date of Issue: January 30, 2015.

**FROM:** Paul J. Calapa  
Procurement Administrator

**DATE:** March 2, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:**

- A. Change: Proposal due date and time is extended to Friday, March 13, 2015 at 2:00 p.m. Central Time.
- B. Change: RFCSP Section 005-Supplemental Terms & Conditions, Performance Bond, is amended as follows:

“Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury’s Listing of Approved Sureties (Dept. Circular 570) in the amount of \$2,000,000.00. 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 bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. The performance bond shall secure all services provided herein, but the duration of the bond shall only be for the full term of Item 1, Long Term Garage Bus Service, and shall be non-cancelable during the period Long Term Garage Bus Service is provided.”

- C. Change: RFCSP Section 004-Scope of Services, Scope of Work, paragraph 16, first sentence is amended as follows:

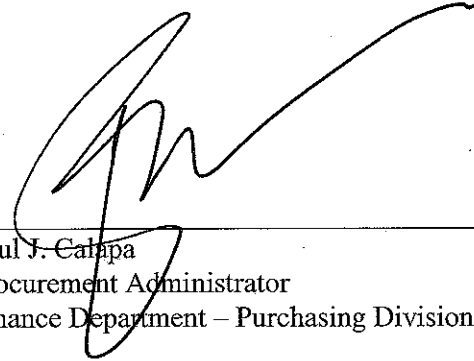
“Contractor must follow all applicable laws for license requirements and must guarantee that all drivers are properly licensed for all size(s) buses proposed.”



**QUESTIONS RECEIVED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS: RESTRICTIONS ON COMMUNICATION:**

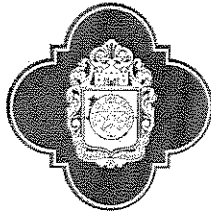
- Question 1: Currently the city is requiring a \$2,000,000 performance bond. Is this an annual bond or for the term of the agreement?  
Response: The current bond requirement is for the term of the agreement. However, see change to Performance Bond requirement in Item B above.
- Question 2: Bonding companies typically won't write bonds for more than one year. Therefore can the bond be reduced to \$1,000,000 to be renewed annually?  
Response: No. However, see change to Performance Bond requirement in Item B above.
- Question 3: Regarding the section titled "Financial Information" can we submit up to date bank references, letters of credit through our banks and audited financial statements in lieu of a D&B report?  
Response: Yes.
- Question 4: In order to determine how many shuttles and the size we need to purchase or lease, can City provide an estimate of how many times a week we will be dispatched to the Outlying lots?  
Response: The requirements for the Supplemental Service are unpredictable. In the past we have needed Supplemental Services around the Thanksgiving and Christmas holidays for one or two 8 hour shifts per day. The Supplemental Services will be changing from serving the employee shuttle needs to providing busing for public parkers with bags. For City operations, we are removing the large 26 passenger buses and replacing them with 18 passenger buses with internal luggage racks. The racks fill fast and we don't want to make customers wait too long so the smaller buses are what we have determined is needed. City estimates Supplemental Services will increase. To provide the expected level of service, Respondent should plan to assist the City with at least one bus/driver for 16 hours per day M-F throughout the contract.
- Question 5: Please confirm that all shuttles to be used in the airport operation are to be dedicated to the airport operation fulltime with the exception of the Supplemental Services shuttles?  
Response: It is Aviation's desire that a core fleet of vehicles be dedicated to the contract. We understand the logistics of doing that for 100% of the needs so all shuttles do not have to be dedicated to the Airport Operations 100% of the time. We only need the shuttles to be properly identified while on the Aviation Route and that can be accomplished with magnetic signage for the exterior.
- Question 6: If the city terminates the contract prior to the 20 month term will the City pay for the remaining balance of the shuttles?  
Response: The City will not pay for the shuttles. Instead, per the guarantee, if the contract is cancelled after Notice to Proceed but before the end of Month 20, the City will pay for 2,200 hours per month for any remaining months between the effective date of termination up to and including Month 20. Partial months will be paid out on a prorated basis according to the following formula:  $2,200 / \# \text{ of Days in Month Being Prorated} \times \text{Number Days in Partial Month}$ .
- Question 7: So we can provide competitive pricing for the On Demand Supplemental Service, please provide the estimated total of billable hours needed over the length of the contract?  
Response: There are unpredictable circumstances that will drive the demand for supplemental busing services. Based on the answer provided in Question #2 to plan for one driver and bus 16 hours each day, the number of billable hours may be up to 5,480 hours annually.
- Question 8: If 14 passenger shuttles are proposed, could the CDL Driver requirement be amended?  
Response: License requirements must follow applicable laws and proposer must guarantee that the drivers are properly licensed for all size(s) buses proposed.

Question 9: In our pricing model, should we include shuttle decals or wraps as part of our submission?  
Response: No. The RFCSP specifically states that all buses must not have any advertising affixed to them. See RFCSP Section 004, Scope of Services, Scope of Work, paragraph 13 (page 14 of 58):  
“All vehicles used during the contract period for the purposes of fulfilling contract obligations must not have any advertising affixed to the vehicle. This includes but is not limited to bus wraps, advertising boards, electronic displays other than a destination sign, externally or internally. The logo of the Company fulfilling the contract is excluded from this requirement provided that it does not reference any other company or service as an advertisement.”



Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division

Date \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
\_\_\_\_\_  
Signature



**City of San Antonio**

**ADDENDUM IV**

**SUBJECT:** Request for Competitive Sealed Proposals, Annual Contract for Temporary Busing Services for the San Antonio International Airport, (RFCSP 6100005267), Scheduled to Open: March 13, 2015. Date of Issue: January 30, 2015.

**FROM:** Paul J. Calapa  
Procurement Administrator

**DATE:** March 4, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:**

A. Delete: RFCSP Section 004-Scope of Services, Miscellaneous, Paragraph 4, the following sentence is deleted:

“Subject to review and approval by City, City may allocate space for Contractor to establish temporary structure for Contractor use.”

B. Change: RFCSP Attachment A, Part Three, Proposed Plan, Operating Plan, Bullet #5, is amended as follows:

“Describe Respondent’s plans for procuring off-airport facility for office space, break room, private restroom, unused bus parking, and bus maintenance.”

**QUESTIONS RECEIVED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS: RESTRICTIONS ON COMMUNICATION:**

Question 1: Please clarify miscellaneous statements on pg. 13 of the RFP, “The City will not provide office space, break room or private restroom space to the contractor. Subject to review and approval by the City, **City may allocate space for the contractor to establish temporary structure for Contractor use.**” Please clarify specifically ”may allocate” to mean “will allocate” that the contractor will be guaranteed a place to put a temporary building for management and dispatch operations pending the City’s approval of the physical location and aesthetics of the temporary building?

Response: See amendment to RFCSP in Item A above.

Question 2: Where would the optimal space for the structure be located?

Response: See amendment to RFCSP in Item A above.

Question 3: Would there be access to water, electricity and data?

Response: Not applicable. See amendment to RFCSP in Item A above.

Question 4: Does the cost for the structure need to be included in our response or is it to be requested after the awarding of the contract?

Response: See amendment to RFCSP in Item A above.

Question 5: a. Please define "Unused vehicle parking".  
b. Will all operational shuttles be allowed to park by the approved temporary management building as they are rotated throughout the shifts and only non-operational shuttles scheduled for maintenance or supplemental service stored off site at the contractors off-site maintenance facility?

Response: a. Unused vehicles are those that are idle for more than 1 hour and/or are stored.  
b. See amendment to RFCSP in Item A above. However, if there is a Supplemental Service bus on-route with COSA operations, they will be incorporated into COSA operations to include bus parking at the COSA Parking Office for breaks.

Question 6: Are shuttles designated for on demand Supplemental Service to be parked off-site or can they be parked by the approved temporary management building for quick implementation to customer demand?

Response: Shuttles designated for on demand Supplemental Service are not to be stored on-airport. If there is a Supplemental Service bus on-route with COSA operations, they will be incorporated into our operations to include bus parking at the COSA Parking Office for breaks.

Question 7: Can we buy Parking passes in the employee lot to park the shuttles when not in use? If so what will that cost be?

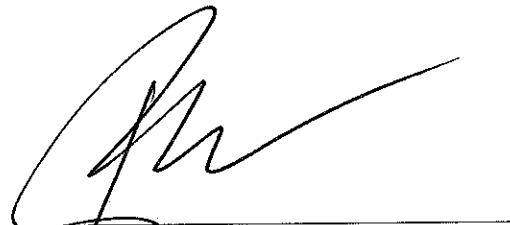
Response: No, selected Respondent will not be able to purchase parking passes.

Question 8: In Attachment K, "Sample Schedule", was the list of 5 drivers intended to be the maximum count for drivers or is this only to be used as an example?

Response: Attachment K is only to be used as an example.

Question 9: Is there a tutorial video for SAePS?

Response: No. However, there is a Vendor Registration Guide that can be viewed at <http://www.sanantonio.gov/Portals/0/Files/Purchasing/pdf/vendor-registration.pdf>. Vendors can also contact Vendor Support staff directly at (210) 207-0118 or [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov).



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Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

\_\_\_\_\_  
Signature

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE  
(Best and Final Offer #2)**

Price to be all inclusive, including, but not limited to, all direct and indirect costs, operating expenses, overhead and profit.

**Item 1: LT Garage Bus Services**

- a. Base Monthly Hours Guaranteed for Months 1 through 20.

Base Monthly Hours	Description	Total Price Per Month
2,200	Operating Hours similar to published Sample Service Level Schedule <sup>[A]</sup>	<b>\$ 135,520.00</b>

- b. Hourly rates for LT Garage Bus Services during Months 1 – 20 above the Base Monthly Hours. This rate is per bus, per driver, per hour.

Description <sup>[B]</sup>	Hourly Rate	Estimated Monthly Hours <sup>[C]</sup>	Total
Regular Hours	<b>\$ 61.60</b>	515	<b>\$ 31,724.00</b>
Holiday Hours	<b>\$ 71.60</b>	100	<b>\$ 7,160.00</b>
Unscheduled Hours	<b>\$ 71.60</b>	20	<b>\$ 1,432.00</b>

- c. Hourly rates for LT Garage Bus Services without Base Monthly Hours guarantee, after month 20. This is a rate per bus, per driver, per hour.

Description <sup>[B]</sup>	Hourly Rate	Estimated Monthly Hours <sup>[C]</sup>	Total
Regular Hours	<b>\$ 61.60</b>	2715	<b>\$ 167,244.00</b>
Holiday Hours	<b>\$ 71.60</b>	100	<b>\$ 7,160.00</b>
Unscheduled Hours	<b>\$ 71.60</b>	20	<b>\$ 1,432.00</b>

**Item 2: Supplemental Services**

- a. Hourly rates for Supplemental Services. This is a rate per bus, per driver, per hour.

Description <sup>[B]</sup>	Hourly Rate	Estimated Monthly Hours <sup>[C]</sup>	Total
Regular Hours	<b>\$ 66.59</b>	320	<b>\$ 21,308.80</b>
Holiday Hours	<b>\$ 78.47</b>	16	<b>\$ 1,255.22</b>
Unscheduled Hours	<b>\$ 78.47</b>	32	<b>\$ 2,511.04</b>

<sup>[A]</sup> See RFCSP Attachment K, Sample Service Level Schedule

<sup>[B]</sup> Hours are defined as follows:

**Regular Hours:** Twenty-four hours a day, seven days a week (excluding Holiday and Unscheduled Hours).

**Holiday Hours:** Hours of service that are provided on federally observed holidays.

**Unscheduled Hours:** Hours of services that are provided on less than four hours notice. Limited to four hours for any call-outs. After the four hour limit, services will be considered Regular Hours or Holiday Hours, as applicable.

<sup>[C]</sup> Estimated Monthly Hours are for evaluation purposes only. DO NOT ALTER THESE FIGURES.

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, 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 Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

John P Walker

Star Shuttle, Inc.

1343 Hallmark

San Antonio, Texas 78209

john.walker@starshuttle.com

210-581-9990

210-829-5182

6100005267

Signature of Person Authorized to Sign Proposal

