

CITY OF SAN ANTONIO

Department of Aviation



REQUEST FOR PROPOSAL

for

**WIRELESS FIDELITY (WIFI) SYSTEM
at San Antonio International and Stinson Municipal Airports**

**Issued: December 14, 2007
Proposals Due: January 25, 2008**

Table of Contents	
Section	Page Number
I. Project Overview	3
II. Project Objectives	3
III. Background	3
IV. Scope of Services	6
V. Term of Contract	8
VI. Pre-Submittal Conference	8
VII. Proposal Requirements	9
VIII. Amendments to RFP	11
IX. Submission of Proposals	11
X. Restrictions on Communication	12
XI. Evaluation Criteria	14
XII. Award of Contract and Reservation of Rights	15
XIII. Performance Bond	17
XIV. Schedule of Events	17
RFP Exhibits	
San Antonio International Airport Floor Plans	RFP Exhibit 1
Stinson Municipal Airport Floor Plan	RFP Exhibit 2
RFP Attachments	
Airport Pre-Submittal Conference and Site Tour Registration Form	RFP Attachment 1
Respondent Questionnaire	RFP Attachment 2
Discretionary Contracts Disclosure Form	RFP Attachment 3
Litigation Disclosure Form	RFP Attachment 4
DBE/ACDBE Requirements and Forms	RFP Attachment 5
Revenue Sharing and Compensation Schedule Form	RFP Attachment 6
Insurance Requirements	RFP Attachment 7
Indemnification Requirements	RFP Attachment 8
Proposal Bond	RFP Attachment 9
Signature Page	RFP Attachment 10
Proposal Checklist	RFP Attachment 11

I. PROJECT OVERVIEW

The City of San Antonio, Department of Aviation (City) seeks proposals from qualified firms or joint ventures interested in providing a Wireless Fidelity (WiFi) Internet Access system (hereinafter referred to collectively as the WiFi system) at the San Antonio International Airport, Stinson Municipal Airport, and adjoining Aviation facilities to include Parking Garages, Cell Phone Lot, Taxi Queue, and Consolidated Rental Car Facility (collectively referred to as "Airport System"). At its own expense, the selected Respondent shall be responsible for providing the design, installation, operation, maintenance, marketing plus overall management of the WiFi system. Additionally, the WiFi system shall provide reliable and interference free Wireless (802.11b/g) data coverage within the Airport System for the purpose of providing public access to the Internet, to include:

- A dedicated Internet Service (ISP) connection;
- All necessary service and support for WiFi system users;
- Establishment and management of a back-office billing system for users of WiFi services for the Airport system; plus
- Negotiation and management of WiFi System marketing contracts.

II. PROJECT OBJECTIVES

Selected Respondent shall:

- Provide affordable, high quality, uninterrupted broadband wireless (802.11x) service for the airport public within the Airport System. Allow wireless access to the internet from the San Antonio International Airport Terminals 1 and 2, Parking Garages, Cell Phone Lot, Taxi Queue, and Consolidated Rental Car Facility as well as at the Administrative and Terminal Buildings at Stinson Municipal Airport.
- Provide a project business model that is viable, sustainable with high quality service at no cost to the City.
- Promote the economic development of the City of San Antonio while enhancing the image of the City through increased convenience and utility for airline passengers.
- Free Internet access for airport public within select areas of either airport. (See RFP Exhibit 1 and RFP Exhibit 2 for a detailed view of the wireless boundaries/floor plans for both San Antonio International and Stinson Municipal Airports.)
- Provide seamless roaming between Terminals 1 and 2 at the San Antonio International Airport.

III. BACKGROUND

Digital technology is revolutionizing our world by changing the way we do business, learn, buy, and interact with each other. To meet the increasing technological needs of the airport public, the City would like to deploy an airport-wide public WiFi system within the Airport System.

A. San Antonio International Airport

Owned and operated by the City of San Antonio, the San Antonio International Airport (SAT) serves over 8 million airport users annually, including passengers, employees and visitors. The Department of Aviation strives to run a safe and efficient Airport System while reflecting the unique, friendly character of San Antonio. Currently SAT is comprised of two terminals connected by an outside walkway. Terminal 1 is a 360,000 square foot terminal building featuring 16 upper level passenger loading gates and Terminal 2 consists of a 205,000 square foot terminal building featuring 8 upper level passenger loading gates.

The following 14 scheduled passenger airlines currently operate from SAT and provide direct service to more than 70 cities within domestic and international markets including Mexico:

Terminal 1	Terminal 2
Aerolitoral	America West
AeroMexico	American
Delta	Continental
ExpressJet	USAirways
Frontier	
Mexicana	
Midwest Express	
Northwest/KLM	
Southwest	
United	

The Federal Aviation Administration (FAA) classifies SAT as a medium hub airport. The airlines operate over 130 daily scheduled departures. In 2006, there were approximately 4 million enplanements at SAT, including approximately 120,000 international enplanements primarily to Mexican cities. Total enplanements at SAT are projected to increase at an average annual rate of 2.6% through 2010. *Note: These are projections and the City does not guarantee their accuracy.*

As part of SAT's 5-year Terminal Expansion Project, SAT will provide much needed improvements to address current and projected growth. Terminal B, with eight (8) passenger gates, will be constructed adjacent to the existing Terminal 1. Once Terminal B is completed, Terminal 2 will be demolished to make way for construction of Terminal C which is slated for construction in phases with an ultimate gate capacity of eleven. Terminals B and C will be linked by an enclosed, walkway connector. A new five-story parking garage will offer approximately 3,000 additional hourly and long-term spaces. The two-tier roadway system in front of Terminal 1 will be extended to serve Terminals B and C. When the Terminal Expansion Project has been completed, SAT will have 35 total gates.

B. Stinson Municipal Airport

Stinson Municipal Airport (SSF) is located on 300 acres approximately five miles southeast of downtown San Antonio. As the second oldest continuously operating airport in the United States, SSF serves as both an important historic asset as well as a vibrant

contemporary transportation facility for the City. With two runways, SSF functions as a primary reliever for general aviation traffic in San Antonio, making Stinson extremely appealing to operators of light aircraft, individuals, and private aviation companies. Additionally, SSF accommodates 136 locally based aircraft plus handles more than 150,000 aircraft operations on an annual basis.

SSF's operations and public areas are currently housed in a single, historically preserved Terminal building, built by the Works Progress Administration in 1936. Construction has begun on a new Administration Facility, which will include a two story, 22,450 square foot addition to the Terminal, as well as the remodeling of approximately 4,300 square feet of the Terminal building. The new Administration Facility is expected to house substantial aviation classroom space, provide added space for conference facilities plus additional administration space and expansion to the existing café.

The selected Respondent must clearly demonstrate their ability to provide the necessary programs, technology, capital, and business capacity to successfully provide WiFi system within each of the City's airports. Said WiFi System must:

1. Be provided at the sole expense and responsibility of the selected Respondent;
2. Provide a minimum access speed of 200Kbps at no charge to facility patrons;
3. Have minimal visual/aesthetic impact at each Airport facility;
4. Provide sufficient capacity to meet the needs of all WiFi subscribers at any given time;
5. Maintain an independent Internet service at no cost to the City; and
6. Provide revenue to the City in form of various revenue sharing mechanisms and fees.

The City shall provide the selected Respondent, subject to limitations and fees/rates, access to the following:

1. Building access;
2. Space in existing equipment room(s);
3. Electrical Power;
4. AutoCAD drawing/files of the San Antonio International Airport, Stinson Municipal Airport and Aviation Facilities;
5. Existing trays or hangers and conduit space to be utilized for cabling; plus
6. Parking during project construction phase.

The selected Respondent shall provide only one (1) WiFi system to be utilized at both the San Antonio International Airport and the Stinson Airport.

The City shall not own the network, nor be responsible for the maintenance, operation, upgrades or providing support to system users.

IV. SCOPE OF SERVICES

The selected Respondent shall be responsible for the following:

1. Design, engineer, install/build, operate, maintain and manage a wireless internet service utilizing 802.11b/g WiFi, in the San Antonio International Airport and the Stinson Municipal Airport. System shall provide wireless internet access to the public and tenants with a design that shall ensure minimized interference with future technologies including WiMax and Public Safety 800 MHz radios frequencies. Any expenses incurred as part of this process will be the sole responsibility of the selected Respondent.
2. Provide a minimum access speed of 200Kbps at no charge to the airport public.
3. Provide the airport public, for an additional fee, high-bandwidth (200Kbps to 54Mbps) Internet Access on the WiFi system.
4. Develop and maintain a one-time splash page for access to the Internet to be displayed on the client's web browser to include a link to the City's website. Splash page content and design must be reviewed and approved by the Aviation Director or designee prior to implementation.
5. Design and market WiFi splash page advertisements for the purpose of generating revenue for the WiFi system. All advertisements must be reviewed and approved by the Aviation Director or designee prior to implementation.
6. Minimize interference with the City's internal WiFi system as well as with any of the facility tenant WiFi systems.
7. Comply with all applicable Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) regulations.
8. Provide clear, hosted, interference-free radio frequency (WiFi) Internet access within both Airport facilities. WiFi Internet access must conform to the following requirements:
 - a. Provide without interference to the City and Bexar County System 800 MHz radio frequencies. Note: Frequency sets can be provided upon request.
 - b. Provide coverage at 95% or better throughout all areas of each airport facility. Note: Respondents are required to submit, as a part of their submittal, a proposed Acceptance Testing Procedure (ATP) for approval by the City and use, if selected.
 - c. Ensure that no more than five percent (5%) of calls and/or connections are dropped.
 - d. Maintain a Service Level Availability Index at ninety-nine point ninety-nine one-hundredths percent (99.99%) or better.
 - e. Throughout contract term, upgrade equipment based upon industry standards.
9. Conduct all work in a manner that will minimize interference to other contractor projects including renovations or construction conducted within or around the Airport (e.g. Terminal B expansion project). All work in relation to the Airport WiFi project must be brought to a stage of completion that will conform to the requirements in the contract.

10. Comply with all City fiber cabling standards plus coordinate all cabling work with the Department of Aviation's Information Services Manager or designee.
11. Obtain written approval from the designated Airport facility representative for any antennae mountings. Current roof penetrations or punches will be provided and at all cases be utilized regardless of length of cable runs.
12. Market the WiFi service, negotiate advertisements, tenant usage fees, and enter into agreements with Internet Service Providers.
13. Once commissioned, the WiFi system shall continuously operate on a twenty-four (24) hours a day, 365 days a year basis throughout the term of the contract.
14. Provide routine and emergency maintenance of all components of the WiFi System in a timely manner. Obtain approval and coordinate all scheduled maintenance with the designated City representative. For emergency maintenance, the selected Respondent shall be required to provide notification to the designated City representative 24 hours prior to maintenance being performed. Any corrective action on maintenance requests by the Director or designee generally must be completed within 24 hours of notice.
15. Provide a quarterly Performance Report, in an approved City format, to the designated City representative(s). Report should include details regarding network utilization, financial data, downtime, signal strength, dropped connections.
16. Make payments to the City in accordance with the following requirements:
 - a. On the first day of each month during the contract term, pay to City a monthly payment to include:
 - All revenues accruing to the selected Respondent, whether by cash, check or credit card as a direct result of selected Respondent's operations related to any item or service affiliated with the WiFi system less: 1) sales tax collected and properly remitted to taxing authorities and 2) any refunds from the selected Respondent to any tenant under agreement with the selected Respondent for service on the WiFi system which are authorized by the City; and,
 - Lost revenue resulting from errors or omissions on the part of the selected Respondent. Total Adjusted Gross Sales shall NOT be offset for returned items or credits.
17. The City, at their request and option, may negotiate a buy-out of the selected Respondent's interest in the WiFi system. Negotiated buy-out shall include the residual value reflecting depreciation at standard industry rates.
18. All components of the WiFi System provided by the selected Respondent shall be and remain the property of the selected Respondent until the expiration or earlier termination of this Agreement, at which time said System shall become the property of the City.

19. The City, at their request and option, may negotiate with the selected Respondent for the purpose of designing, installation (build), operation and maintenance of a WiFi system in other City facilities.
20. Maintain separate agreements, records and accounting of all revenue related to the WiFi system specific to each of the Airport facilities to include SAT Terminals B and C once completed as well as any additional or future facility, if applicable. Selected Respondent shall also make direct and separate payments based on each individual facility's revenue. Payments shall be directed to each designated City facility representative.
21. For the purpose of verifying the Gross Sales hereunder, or any other reasonable business purpose, the City reserves the right to audit the selected Respondent's books and records of receipts and charges at any time during the term of this Agreement, and any extensions thereof. If, as a result of such audit, it is established that the selected Respondent has understated its Gross Sales by three percent (3%) or more of the amount reported to the City during the previous annual report period under this Agreement, all reasonable expenses of said audit shall be borne by the selected Respondent, and any additional Percentage Payments determined to be rightly due and owing by any audit, shall immediately be paid by the selected Respondent to the City, with interest thereon at a rate of ten percent (10%) per annum, from the original date the Percentage Payments became due.
22. The selected Respondent must have the project completed and fully functioning by March 28, 2008. The successful Respondent's Proposal will clearly demonstrate their ability to meet this deadline.

V. TERM OF CONTRACT

A contract awarded in response to this RFP will be for a five (5) year period with an option to renew for two (2) additional one (1) year periods.

VI. PRE-SUBMITTAL CONFERENCE & SITE TOURS

A Pre-Submittal Conference will be held at the **San Antonio International Airport, Terminal 1, Mezzanine Conference Room**, 9800 Airport Boulevard, San Antonio, Texas 78216, beginning at **10:00 a.m. Central Time, on Tuesday, January 8, 2008** with escorted Site Tours to immediately follow. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Conference and posted on the City's website at <http://www.sanantonio.gov/rfp/>. Attendance at the Conference and Site Tours are optional. Please note that this will be the only opportunity for scheduled site tours at either facility.

This meeting place is accessible to disabled persons. The San Antonio International Airport is wheelchair accessible. The accessible entrance is located at San Antonio International Airport are located at 9800 Airport Boulevard, Terminal 1. Accessible parking spaces are located at the short term parking garage. Auxiliary aids and services are available upon

request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Conference shall be preliminary. A written summary of the Conference shall contain official responses, if any. Any oral response given at the Conference that is not confirmed in the written summary of the Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

VII. PROPOSAL REQUIREMENTS

Respondent's proposal shall include the following items in the following sequence:

- A. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment 2, Respondent Questionnaire.
- B. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment 3, Discretionary Contracts Disclosure Form.
- C. LITIGATION DISCLOSURE: Complete and submit RFP Attachment 4, Litigation Disclosure Form. 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 with the proposal.
- D. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM OVERVIEW AND REQUIREMENTS: It is the policy of the City that Disadvantaged Business Enterprises should have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the City as owners, managers and operators of concessions. Respondents are encouraged and urged to make every effort to actively seek DBE participation or to explore your eligibility for DBE certification. Respondents shall not discriminate on the basis of race, color, national origin, gender, sexual orientation, disability or religion. Completed DBE/ACDBE Good Faith Effort Plan for Federally Funded Contracts (DBE/ACDBE Form 1) and Letter of Intent for Federally Funded Contracts (DBE/ACDBE Form 2) must be submitted for all SUBCONTRACTORS, SUB-CONSULTANTS, OR SUPPLIERS to be utilized on the project (RFP Attachment 5).
- E. REVENUE SHARING AND COMPENSATION SCHEDULE: Complete and submit the Revenue Sharing and Compensation Schedule Form, RFP Attachment 6.
- F. FINANCIAL INFORMATION: Submit a copy of Respondent's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.
- G. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels

specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of current insurance certificate.

- H. PROPOSAL BOND: Respondent must submit a proposal bond, in the form shown in RFP Attachment 9, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of Ten Thousand Dollars (\$10,000.00). The Proposal Bond shall be valid for one-hundred and twenty (120) days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.

The proposal bond shall provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. Failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond.

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

- I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment 10. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.
- J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist, RFP Attachment 11.
- K. SAMPLE CARRIER AGREEMENT: Submit a sample agreement between Respondent and a carrier.
- L. SAMPLE CONTRACT AGREEMENT: Submit a sample agreement between Respondent and the City.
- M. ACCEPTANCE TESTING PROCEDURE – Submit a copy of the Respondent's proposed Acceptance Testing Procedure. (See page 6, RFP Section IV - Scope of Services; Item 8.b.)

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

VIII. AMENDMENTS TO RFP

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

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

IX. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink and nine (9) copies of the Proposal, in a sealed package, clearly marked on the front of the package "**Aviation WiFi System**". All Proposals must be received in the City Clerk's office no later than **3:00 p.m.**, Central Time, on **Tuesday, January 25, 2008** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

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

Physical Address:

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

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal and copy thereof shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper 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 may not exceed fifty (50) pages in length, excluding items submitted in response to RFP Section VII, Proposal Requirements, Items F, K, L, and M. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal

Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

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

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

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the proposal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

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

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference and Site Tour.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **3:00 p.m., Central Time, on Friday, January 11, 2007**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

Terri Canal, Contract Coordinator
City of San Antonio, Purchasing and Contract Services Department
506 Dolorosa, Ste 175
San Antonio, TX 78205

However, electronic submissions by e-mail will also be accepted at Terri.Canal@sanantonio.gov.

3. Respondent and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Lisa Brice, who may be reached via telephone at **(210) 207-3505** or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may also contact the Small Business Outreach Office of the Economic Development Department for assistance with issues specifically related to the completion of the Good Faith Effort Plan. Point of contact is Ms. Anita Uribe Martin, who may be reached via telephone at **(210) 207-3900** or through e-mail at anita.martin@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice or Ms. Martin at any time prior to the due date for submission of proposals. Contacting them or their offices regarding this RFP after the proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. City Code Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a political contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Any legal signatory for a proposed high-risk contract must be identified within the response to this RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

The City has identified this solicitation as “high profile”.

XI. EVALUATION CRITERIA

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

The evaluation criteria include:

- A. Experience, Background, Qualifications: (30 points)
- B. Proposed Plan: (30 points)
- C. Payment to City: (20 points)
- D. Disadvantaged Business Enterprise (DBE) Participation: (20 points)
 1. The selection process for this RFP will utilize the following selection criteria for Affirmative Action and DBE/ACDBE participation evaluation purposes:
 - a. Firm(s) presented a Business Diversity Plan and/or policy to the City.
 - b. Firm(s) presented a positive historical DBE/ACDBE utilization on previous contracts.
 - c. Firm(s) includes DBE/ACDBEs in significant and meaningful project involvement.
 - d. Firm(s) meets the DBE/ACDBE goal.
 - e. Firm(s) exceed the DBE/ACDBE goal.
 2. Respondent must provide a narrative statement describing Item a - business diversity plan; Item b - positive historical DBE/ACDBE utilization on previous contracts; and Item c - DBE/ACDBEs in significant and meaningful project involvement. **Note:** Narrative responses shall be included with proposal submittal, placed at the end of the DBE/ACDBE section.
 3. The following DBE/ACDBE Participation Percentage Points (20% total) shall be utilized for the award of this project:
 - a. Up to 5 percentage (5%) points based on Respondent’s meeting the following criteria:
 - Outreach to small business community

- Respondent has achieved significant and meaningful diversity in its team compilation
 - Respondent has shown positive DBE/ACDBE utilization on previous contracts
- b. Up to 10 percentage (10%) points based on Respondent's meeting the DBE/ACDBE goal.
- Percentage points will be based on the percentage of the goal met.
 - Respondents meeting the goal will receive 10 points.
 - Respondents attaining 50% of the goal will receive 5 points.
 - Respondents attaining 25% of the goal will receive 2.5 points
 - Less than 25% will be evaluated proportional to the level of utilization identified by the respondent.
- c. Up to 5 percentage (5%) points based Respondent's exceed the DBE/ACDBE goal.
- Points will be awarded in proportion to the level the goal is exceeded. The respondent which exceeds the goal by the greatest percentage will receive the maximum points and the other submittals exceeding the goal receive a percentage of the maximum points based on a comparison with the submittal exceeding the goal by the greatest percentage.

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment 3)
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract shall be deemed to be independent contractor(s), responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such auth
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date 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 bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at 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.
- K. The City reserves the right to conduct all research it deems necessary as part of its evaluation of Respondents and their proposed subcontractors, which may include inspection of Respondents’ and subcontractors’ facilities, examining Dunn and Bradstreet reports on the Respondents, and contacting their previous clients.
- L. Right to Audit. Respondent agrees and understands that, if selected, City will reserve the right to audit successful Respondent’s and its subcontractor’s books and records which the City deems relevant to its agreement with the City for the purpose of determining the

accuracy of the reported gross revenues and successful Respondent's and its subcontractor's compliance with this agreement. Successful Respondent will be required to shall maintain its books and records in sufficient detail to allow determination of sales revenue and taxes related to each category of revenue and the applicable percent pertaining to each category. Any refunds, allowances, or adjustments shall be recorded in separate accounts. City, if it elects, has the right to require that any or all such books and records be submitted for audit to the City or to a Certified Public Accountant selected by City, or any other City designee. If it shall be determined, as result of such audit, that there has been a deficiency in the adjusted gross revenues reported to the City or the payments due to City, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from thirty (30) days after the date when said payments should have been made. In addition, if gross revenues or payment have been understated by more than 2 percent (2%) of the gross revenues reported to the City during the previous reporting period, then the entire expense of the audit shall be borne by the successful Respondent.

XIII. PERFORMANCE BOND

If selected, Respondent 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 the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of the contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

XIV. SCHEDULE OF EVENTS

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

RFP Issue Date	December 14, 2007
Pre-Submittal Conference	January 8, 2008, 10:00 a.m.
Final Questions Accepted	January 11, 2008, 3:00 p.m.
Proposals Due	January 25, 2008, 3:00 p.m.

RFP EXHIBIT 1

SAN ANTONIO INTERNATIONAL AIRPORT FLOOR PLANS

(Floor Plans are also posted as separate documents.)

08/27/11 10:29

08/27/11 10:29

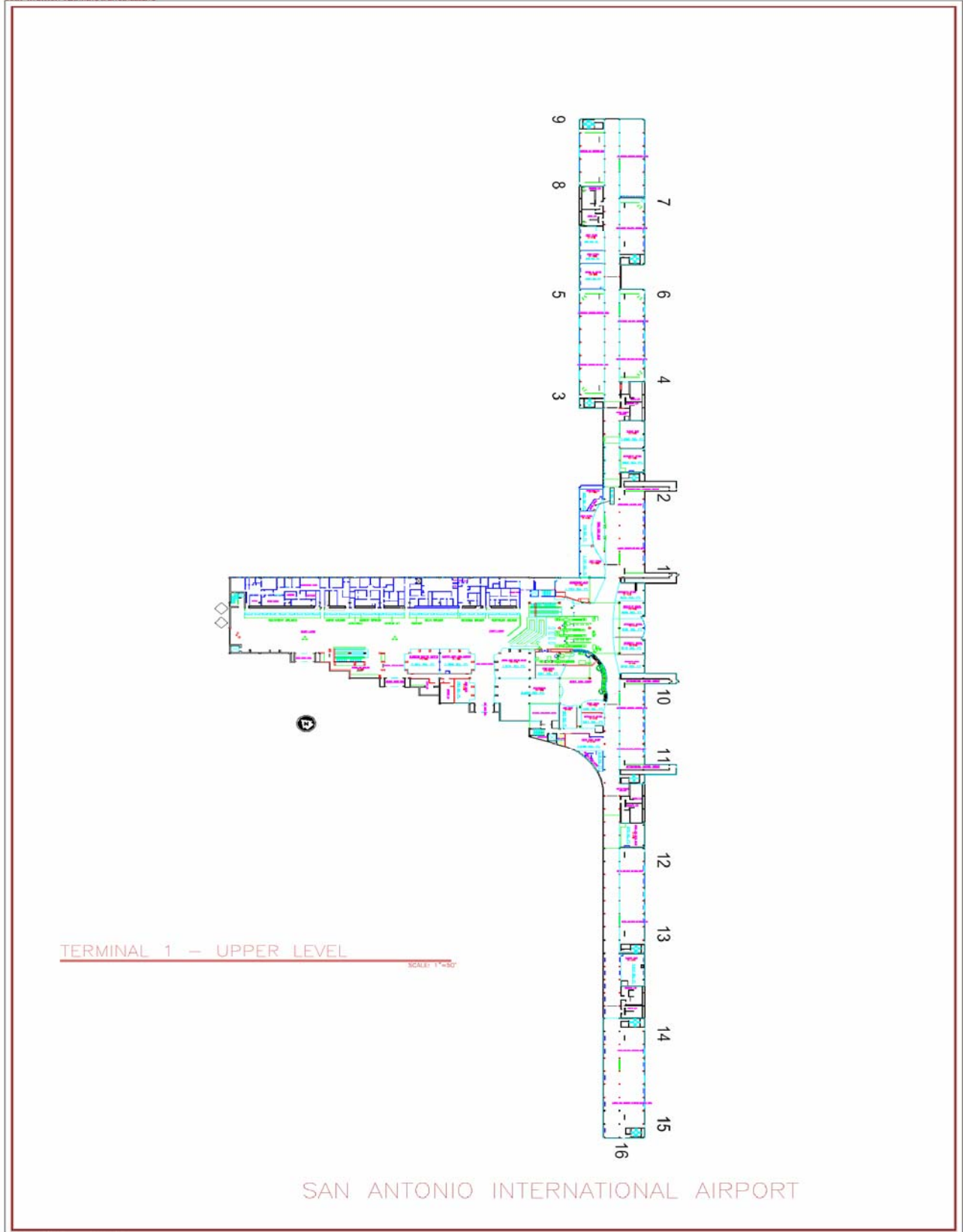


TERMINAL 1 - LOWER LEVEL
SCALE: 1"=50'

SAN ANTONIO INTERNATIONAL AIRPORT

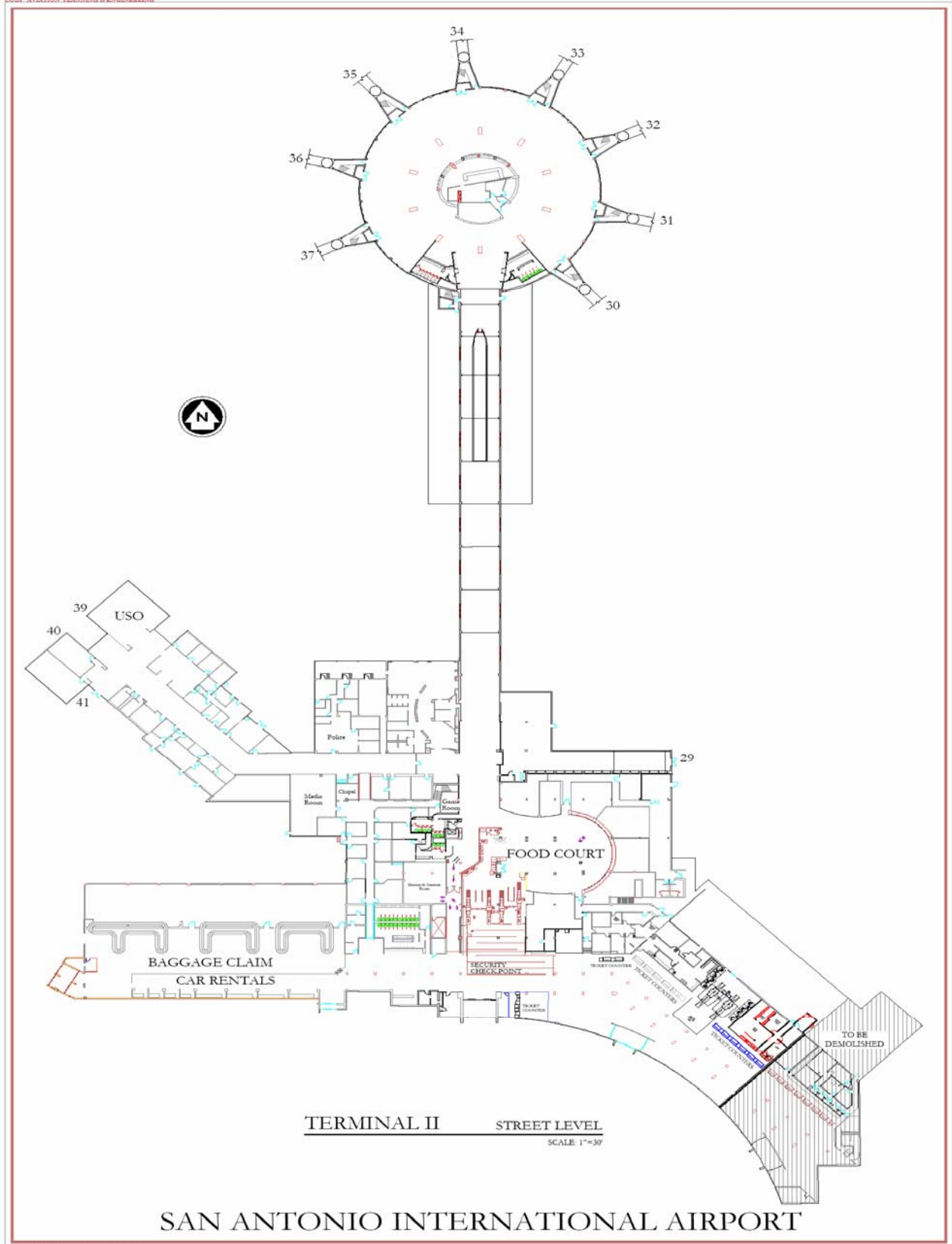
08/27/11 10:29

CORA AVIATION PLANNING & ENGINEERING



0:\Gens\1743\2007 06/07/07

COBA AVIATION PLANNING & ENGINEERING



01/20/2007 09/11/07

RFP EXHIBIT 2

STINSON MUNICIPAL AIRPORT FLOOR PLAN

(Floor Plans are posted as separate documents.)

RFP ATTACHMENT 1

**AIRPORT PRE-SUBMITTAL CONFERENCE AND SITE TOUR
REGISTRATION FORM**

AIRPORT PRE-SUBMITTAL CONFERENCE AND SITE TOUR REGISTRATION

Individuals planning to attend the Airport Site Tours must pre-register by completing the attached. Completed forms must be faxed to: Unison-Maximus at (210) 821-3361, no later than TWO business days before the Pre-Submittal Conference.

Note: Please submit a separate form for each participant.

Attendee Name: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

- For security purposes, attendees who wish to participate on the tour **MUST** bring current photo identification, such as a driver’s license or passport to the tour, and submit to security screening.
- Respondents are requested to limit the number of attendees for the Airport site tour to **no more than two people** due to escort requirements.
- The tour of SAT and Stinson will include all of the locations being offered in this RFP in connection with the Airports; attendees should be prepared to walk all parts of the Airports. Tour attendees will not be able to leave a tour except at designated locations. If one leaves during the Airport tour and exits the secured area, he or she will **NOT** be allowed to rejoin the tour.
- Site tours at both Airport locations will be offered immediately following the January 8, 2008 Pre-Submittal Conference. Additional requests for tours prior to or after this date will not be approved.

I, _____ acknowledge and understand the information provided on this Registration Form and agree to follow any additional guidelines provided to me at the time the Airport Tour is conducted.

Prospective Attendee

Date

RFP ATTACHMENT 2
RESPONDENT QUESTIONNAIRE

RESPONDENT QUESTIONNAIRE

PART A - 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 this Item #1 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: _____

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.)

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: _____

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

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

Name: _____

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 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. _____

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

Years _____ Months _____

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

8. **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.

9. **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.

10. **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.

11. Provide any other names under which Respondent has operated within the last 10 years.

PART B - REFERENCES - Provide a reference for three of the projects described in your response to Part C – Item #3 of this Respondent Questionnaire.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date, Type of Service(s) and Products Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date, Type of Service(s) and Products Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date, Type of Service(s) and Products Provided: _____

PART C - EXPERIENCE, BACKGROUND, QUALIFICATIONS - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. What is the Respondent's primary business? How long has Respondent been in the primary business?
2. If the primary business is not Wireless (WiFi/WiMax) design/installation/operation, state why and when Respondent expanded into this line of business and explain Respondent's capacity to do so.
3. Provide a description of Respondent's experience designing and constructing WiFi projects in large municipally-owned, public facilities. If none, address Respondent's experience designing and constructing WiFi in large privately-owned public facilities. For each project described include: square footage covered, type of facility, coverages types provided, number of days to design, number of days to install, and a summary of the financial terms of each signed carrier agreement related to the project. Also, respond to the following specifics regarding design/construction experience.
 - a. How many WiFi systems has Respondent designed over the last 2 years?
 - b. What is the average design period (in # of days)?
 - c. How many WiFi systems has the Respondent constructed over the last 2 years?
 - d. What is the Respondent's average WiFi system construction period (in # of days) for facilities similar to the Airport?
 - e. What have been the greatest challenges the Respondent has encountered in the design and construction of WiFi systems over the last 2 years? How did Respondent meet those challenges?
4. Provide a general statement regarding Respondent's experience in marketing and managing WiFi systems.

5. Provide a general statement regarding Respondent’s experience in maintaining and upgrading WiFi Systems over the expected lifetime of a WiFi System. Also, respond to the following specifics regarding maintenance and upgrading:

- a. Does the Respondent maintain a 24-hour maintenance and repair facility in San Antonio? If not, where is the Respondent’s nearest 24-hour maintenance and repair facility located? What is the distance to this facility?
- b. Provide a timeline of WiFi System scheduled maintenance requirements.
- c. List the various pieces of equipment associated with a WiFi System and indicate the expected useful life span of each.
- d. Describe conditions which result in failures prior to expected life.

6. Complete the following table for each facility currently served with a WiFi system by Respondent.

Facility Name/ Owner/ Location	Building Owner & Respondent Agreement (Start and End Date)	Number of Carriers Subscribed	Dollar Volume of Carrier Accounts

7. Complete the following table for each building lost through early termination or non-renewal over the past three years.

Facility Name/ Owner/ Location	Contact Name	Telephone Number	E-mail Address	Reason for Termination

8. 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.

9. 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 venturers and/or sub-contractors have worked together in the past.

10. Complete the table below to identify key staff to be assigned to this project.

Name	Title	Description of Role Assigned	Percent & Duration of Time to be Dedicated to Project

11. For each person listed in the table above, provide a brief description of his/her experience and qualifications in their assigned role (include references to any specialized licenses or certifications). Experience and qualifications highlighted will preferably on projects of similar size and scope as described in this RFP.

12. Provide a chart of the company/joint venture organization and a description of structure and ownership. Highlight the Respondent entity on the chart.

13. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent’s qualifications.

PART D - PROPOSED PLAN - Prepare and submit the following items.

1. Design/Construction Plan:

- a. Provide a detailed preliminary network/system design plan including description of system capacity at commissioning and means of providing additional capacity in the future, and equipment specification sheets. (Respondent is not required to expend significant time/resources on this preliminary design plan. Rather, the Respondent should strive to provide the City and the evaluation committee with sufficient sense of the network design and the revenue producing/sharing capacity of the WiFi System.)
- b. Provide a design/construction implementation timeline identifying major tasks and estimated dates for commencement and completion of each task. Assume a contract effective date of February 1, 2008; also assume that testing and commissioning must be completed in time for the WiFi System to be, operational and available to the airport public no later than March 28, 2008.
- c. Describe how Respondent plans to test the WiFi System and wireless coverage upon completion of construction.

- d. Describe how the Respondent proposes to meet the requirements set forth on page 6, RFP Section IV - Scope of Services, Item 8, letters a-d.
- e. Describe any equipment to be provided by the airport public to access the WiFi system.
- f. Describe who will be responsible for installation and supervision of such installation.
- g. Does the Respondent propose any security aspects to the WiFi System design which relate to privacy?

2. Operation/Maintenance Plan:

- a. Describe plan to ensure maintenance of the WiFi System throughout term of the contract. Identify proposed tasks and schedule.
- b. Identify plan for emergency maintenance and response times for major outages/interruptions/degradation of service. Indicate the minimum run-time for any proposed battery or other type of backup systems.
- c. Describe staffing levels for the project during its lifecycle. Describe staffing variations planned, if any, during major events. State Respondent's parking requirements, if any.
- d. Describe Respondent's proposed technology upgrade plan/strategy as client devices migrate from WiFi.
- e. Describe Respondent's proposed technical upgrade plan/strategy.
- f. Describe Respondent's proposed plan to include coverage within SAT Terminal B and Terminal C once constructed.

3. Marketing/Management Plan:

- a. Describe Respondent's plan to market the WiFi System.
- b. Provide a rate structure for tenant advertising services. This should include term of service and price as well as any subscription agreement.

- c. Provide a rate structure for the airport public for high-bandwidth Internet access as described under IV. Scope of Services # 3. This should include term of service and price as well as any subscription agreement.

4. Financial Plan:

- a. Provide the Respondent's pro forma financial statement for this project. Pro forma financial statement must reflect all of Respondent's expected expenses and all income/revenue from any and all sources, to include but not be limited to lease, rent, license fees, options, reimbursements or pass-throughs for utility charges, taxes or other, reimbursements or pass-throughs for construction management/supervision fees, capital contributions, bonuses or other incentive fees or rewards.
 - b. Indicate how Respondent will provide for separate accounting and payment for each facility.
 - c. Describe how Respondent will report usage. Provide sample format for all proposed reports.
5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT 3

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.*

<p>(1) Identify any individual or business entity¹ that is a party to the discretionary contract: Note: At a minimum, the Respondent's firm should be listed.</p>
<p>(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):</p>
<p><input type="checkbox"/> No partner, parent or subsidiary; or</p> <p>List partner, parent or subsidiary of each party to the contract and identify the corresponding party:</p>
<p>(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.</p>
<p><input type="checkbox"/> No subcontractor(s); or</p> <p>List subcontractors:</p>
<p>(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.</p>
<p><input type="checkbox"/> No lobbyist or public relations firm employed; or</p> <p>List lobbyists or public relations firms:</p>

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any <i>current</i> or <i>former member</i> of City Council, any <i>candidate</i> for City Council, or to any <i>political action committee</i> that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):			
<input type="checkbox"/> No contributions made; If contributions made, list below:			
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
(6) Disclosures in Proposals Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question ² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code) , (“conflicts of interest”) by participating in official action relating to the discretionary contract.			
<input type="checkbox"/> Party not aware of facts which would raise a “conflicts-of-interest” issue under Section 2-43 of the City Code; or Party aware of the following facts: <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			
<i>This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.</i>			
Signature:	Title: Company or D/B/A:	Date:	

² For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT 4
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

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

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

Yes No

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

Yes No

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

Yes No

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

RFP ATTACHMENT 5

**DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS
AND
REQUIRED DBE/ACDBE FORMS**

**DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS
AND
REQUIRED DBE/ACDBE FORMS**

THE ACDBE GOAL FOR AVIATION WIFI SYSTEM IS 18.8%.

DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

- A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, shall have “equality of opportunity” to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 apply to the contract.
- B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE/ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.
- C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department’s DBE Program. The DBE Program may be obtained through the airport’s DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.
- D. ***Notification is hereby given that an ACDBE contract specific goal has been established on this contract.*** The applicable ACDBE goal is 18.1% of the total gross revenues of this contract.
- E. The Respondent shall appoint a high-level official to administer and coordinate the Respondent’s efforts to carry out the DBE/ACDBE Policy and Program requisites. The Respondent’s official should coordinate and ensure approval of the required “*Good-Faith Effort Plan*” (**DBE/ACDBE Form 1**).
- F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to

authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE/ACDBE participation and good-faith efforts to carry out the DBE/ACDBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent's good-faith efforts on future airport contracts.

- H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "*DBE/ACDBE Good-Faith Effort Plan*". Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract. Respondents must submit a *DBE Good-Faith Effort Plan* or they will be considered non-responsive.
- I. A Respondent may count towards its DBE/ACDBE goal sixty percent (60%) of its expenditures for materials and supplies required under a contract and obtained from a regular dealer, and one hundred percent (100%) of such expenditures to a DBE/ACDBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by Respondent/Contractor
- J. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 305 E. Euclid, Suite 102, San Antonio, Texas 78212 (210/227-4722) for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE status. The Aviation Department accepts DBE/ACDBE certification from any one of the five (5) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, and the Corpus Christi Regional Transportation Authority.
- K. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

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

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

“The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE/ACDBE and non-DBE subcontractors”.

- L. All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department’s DBE/ACDBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* (Attachment 2) is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform on the contract with another DBE/ACDBE.*
- M. Failure or refusal by a Respondent or Contractor to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

RECONSIDERATION MECHANISM

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

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

COMPLIANCE

If a Respondent is awarded a contract:

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

CONTRACT REQUIREMENTS

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

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

NAME OF PROJECT: Aviation WiFi System RFP

PROPOSER INFORMATION:

Name of Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ___ Yes ___ No

Type of Certification: ___ DBE/ACDBE ___ MBE ___ WBE ___ AABE ___ SBE

Age of Firm (Number of Years in Business): _____ years

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

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

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

(Use Additional Sheets if Necessary)

If goal was met, skip to Item 9

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

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

(Use additional sheets as needed)

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

3. Did you attend the pre-proposal conference scheduled by the City for this project? _____ Yes _____ No
4. List all DBE/ACDBE listings or directories, contractor associations, and/or any other associations utilized to solicit DBE/ACDBE subcontractors/suppliers:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____

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

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

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:

Plan Reviewed by _____ Date: _____
Signature of DBE/ACDBE Liaison

Recommendation: Approval: _____ Denial: _____

Action Taken: Approved: _____ Denied: _____

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

The requirements of 49 CFR Part 23, of the U.S. Department of Transportation, require that all proposers comply with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the proposers to submit the following information from each Subcontractor/Supplier for this contract (as listed on Item 1 of DBE/ACDBE Good Faith Effort Plan for Federally Funded Contracts [DBE/ACDBE Form 1]):

NAME OF PROJECT: Aviation WiFi System RFP

Name of proposer's firm: _____

Address: _____

City: _____ State: _____ Zip: _____



Name of Subcontractor/Supplier: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Contact Person: _____

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

Type of Certification: _____ DBE/ACDBE _____ MBE _____ WBE _____ AABE _____ SBE

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

Age of Firm (Number of Years in Business): _____ Years

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

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

The proposer is committed to utilizing the above-named firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

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

By: _____
 Signature of Firm's Representative

_____ Date

Title: _____

NAME OF PROJECT: Aviation WiFi System RFP

DECLARATION OF PRIME CONTRACTOR

I hereby declare and affirm that I am the

(Title of Declarant)

and a duly authorized representative of

(Name of Prime Contractor)

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

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

(Name of Declarant)

(Signature)

(Date)

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

**SAN ANTONIO INTERNATIONAL AIRPORT
CHANGE OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS
(DBE/ACDBE FORM 3)**

NAME OF PROJECT: Aviation WiFi System RFP

Name of Proposer: _____

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

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

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

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

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

1. If a DBE/ACDBE Subcontractor/Supplier was deleted/terminated/replaced, was it replaced with another DBE/ACDBE subcontractor/Supplier? Yes ____ No ____ If not, why not:

2. **If another DBE/ACDBE Subcontractor/Supplier did not replace the DBE/ACDBE Subcontractor/Supplier, please submit for our review the good faith efforts used to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was deleted/terminated/replaced.**

3. **If a Subcontractor/Supplier is added at any time during this project, Contractor shall submit for our review and approval the good faith efforts used to find a DBE/ACDBE to perform such work.**

AFFIRMATION

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

Name & Title of Authorized Official: _____

Signature: _____ Approved: _____ Denied _____

RFP ATTACHMENT 6
REVENUE SHARING AND COMPENSATION SCHEDULE

REVENUE SHARING AND COMPENSATION SCHEDULE

A. Minimum Annual Guarantee. Enter the proposed Minimum Annual Guarantee (MAG) to be paid to the City in each year of the agreement and enter the total for all years.

Year	Amount of Minimum Annual Guarantee:
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____
TOTAL	\$ _____

B. Percentage Payment Proposed. Identify the proposed percentage of Adjusted Gross Revenue (as defined in the Scope of Services) to be paid monthly to the City.

Year	Percent Payment
Year 1	_____ %
Year 2	_____ %
Year 3	_____ %
Year 4	_____ %
Year 5	_____ %
Year 6	_____ %
Year 7	_____ %
Year 8	_____ %
Year 9	_____ %
Year 10	_____ %

C. **Capital Investment.** Identify minimum dollar amount proposed to be invested in equipment and improvements in support of the WiFi system during each year of the contract term.

Year	Amount of Capital Investments:
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____
TOTAL	\$ _____

NOTE: The City of San Antonio shall retain all capital improvements made on-site upon termination of the contract.

RFP ATTACHMENT 7
INSURANCE REQUIREMENTS

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

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Department of Aviation, which shall be clearly labeled “Aviation WiFi System” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Department of Aviation. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

- C) A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

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

<p>f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. g. Broad form property damage, to include fire legal liability</p>	
<p>4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles</p>	<p><u>C</u>ombined <u>S</u>ingle <u>L</u>imit for <u>B</u>odily <u>I</u>njury and <u>P</u>roperty <u>D</u>amage of \$1,000,000 per occurrence</p>
<p>5. Crime Coverage</p>	<p>\$100,000</p>
<p>6. Professional Liability (Claims Made Form)</p>	<p>\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.</p>

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
 - Provide thirty (30) calendar days 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.
- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- G) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- H) It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- J) Respondent agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in RFP Attachment 7_(Insurance table) from each vendor subcontracted by Respondent and provide a Certificate of Insurance and Endorsement that names the Respondent and the CITY as an additional insured.

RFP ATTACHMENT 8
INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION REQUIREMENTS

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.

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

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

RFP ATTACHMENT 9
PROPOSAL BOND FORMAT

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Proposer)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the amount of TEN THOUSAND DOLLARS (\$10,000.00) as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Aviation WiFi System at the San Antonio International and Stinson Municipal Airports.

WHEREAS, the Successful Proposer shall be executing one contract for the performance of its obligations to the Obligee. (hereinafter referred to as "the Contract".) Such penal sum shall serve the Principal's duty to enter into the Contract and furnish such bonds and other instruments as may be specified in the Contract Documents.

NOW THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Document within fifteen (15) days after the date of transmittal of the Contract Document to the Principal for execution, this bond shall become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this _____ DAY of _____ A.D., 20__.

By: _____
(Principal)

(Signature and Title)

*By: _____
(Surety)

(Attorney-in-fact)

*Attach Power of Attorney for Surety's for Attorney-in-Fact with "live seal".

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

RFP ATTACHMENT 10

SIGNATURE PAGE

SIGNATURE PAGE

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments 7 & 8.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s Proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT 11
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order. Failure to complete and provide any of the required documents may result in the Respondent's proposal being deemed non-responsive and therefore disqualified from award consideration.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Respondent Questionnaire (RFP Attachment 2)	
B	* Discretionary Contracts Disclosure (RFP Attachment 3)	
C	Litigation Disclosure (RFP Attachment 4)	
D	* DBE/ACDBE Program Forms (For Proposal Tab D, use the form in RFP Attachment 5 and also include associated Certificates, if applicable.)	
E	Revenue Sharing and Compensation Schedule Form (RFP Attachment 6)	
F	Financial Information	
G	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
H	Proposal Bond <ul style="list-style-type: none"> • RFP Attachment 9 • Associated Power-of-Attorney 	
I	* Signature Page (RFP Attachment 10)	
J	Sample Carrier Agreement	
K	Sample Contract Agreement	
L	Acceptance Testing Procedures	
M	Proposal Checklist (RFP Attachment 11)	
	One (1) Original and Nine (9) Copies of Proposal	

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