



City of Austin  
 Department of Aviation  
 3600 Presidential Blvd.  
 Austin, TX 78719



Austin-Bergstrom  
 International Airport  
 (512) 530-3330  
 (512) 530-6379 Fax

## APPLICATION FOR GROUND TRANSPORTATION SERVICE OPERATING PERMIT

1. Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Business Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ Website, if applicable: \_\_\_\_\_

2. Circle the type(s) of service being provided:

**Charter                      Hotel                      Limousine                      Shared Ride**

3. The following information must be provided for any other person who will participate in the business decisions of or who has the authority to enter contracts on behalf of the ground transportation service.

Name: \_\_\_\_\_ Texas Driver's License #: \_\_\_\_\_

Business Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

4. Provide the following information for each vehicle to be used to provide service:

Use Supplemental Vehicle Page for additional vehicles.

Year	Make	Model	License Plate #	Texas Toll Tag or ABIA Transponder #	Airport Permit #

5. The applicant must provide the following information and attach as part of the application:
  - a. Copy of a valid City of Austin Operating Authority issued by the Department of Public Works and Transportation. This does not apply to Hotel, Taxicab Operators or Off-Airport Parking companies.
  - b. A certificate of insurance as proof of insurance coverage, listing the City of Austin as additional insured.
  - c. A list containing the names and valid driver's license numbers of each driver authorized to operate a ground transportation vehicle for this company on airport property.
6. A \$50.00 per vehicle non-refundable permit fee must be submitted with this application if permitting for a six-month period. Permits expire twice a year, June 30 and December 31. We do not prorate at any time.
7. I understand that any omitted information found to be inaccurate could result in the denial of this application for an Airport Ground Transportation Service Operating Permit. I agree to abide by the Austin-Bergstrom International Airport's Ground Transportation Rules and Regulations, Chapters 13-1 and 13-2 of the Austin City Code. I understand that this permit is revocable at any time by the Department of Aviation Executive Director or Designee.
8. Agreement subject to Title 49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise Program Regulations set forth in Title 49 CFR Part 23 ("Part 23"). Permittee agrees (a) that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Part 23; and (b) to include the above statements in any subsequent concession agreement or contract covered by Part 23 that it enters and cause those business to similarly include the statements in further agreements.
9. ACDBE Requirements. In accordance with Part 23, the City has implemented an Airport Concession Disadvantaged Business Enterprise ("ACDBE") plan ("City ACDBE Plan") under which qualified firms may have the opportunity to operate an Airport concession. Permittee submitted to the City an ACDBE Compliance Plan ("Compliance Plan"), which is incorporated herein by reference, concerning the ACDBE firms that will participate in this Permit. Permittee shall comply with the provisions of Part 23, the City ACDBE Plan and the Compliance Plan. Permittee shall not employ any subcontractor or sub-permittee except as provided in the Compliance Plan, and shall not substitute any subcontractor or sub-permittee identified in the Compliance Plan unless the substitute has been approved by the City in accordance with the City ACDBE Plan. Permittee shall timely submit to the City all reports required under Part 23 or the City ACDBE Plan to demonstrate Permittee's compliance with its Compliance Plan.
10. Nondiscrimination and Affirmative Action. Permittee, for itself, its successors and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said Premises and improvements; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that Permittee shall use the Airport facilities in compliance with all other requirements imposed by, or pursuant to, 49 CFR Part 21 (Non-discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended; and (4) Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Non-discrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in Chapters 5-3 and 5-4 of the Austin City Code. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section. Permittee assures that it will require that any covered subtenant similarly will undertake affirmative action programs and that the subtenant will require assurance from the subtenant's sub-subtenants, as required

by 14 CFR Part 152, Subpart E, to the same effect. Permittee agrees to post, in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

- 11. Public Accommodation Laws. Permittee covenants that it will comply fully with Applicable Laws governing nondiscrimination in public accommodations and commercial facilities, including, the requirements of the Americans with Disabilities Act and all regulations promulgated thereunder, and that the Premises shall remain in compliance throughout the Term of this Amended and Restated Agreement.
- 12. Sanctions for Noncompliance. In the event of Permittee’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanction as it or the United States may determine to be appropriate, including but not limited to, cancellation, termination, or suspension of the Agreement, in whole or in part.
- 13. Incorporation of Provisions. The Permittee shall include nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by federal law, or directives issued pursuant thereto. Permittee shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event Permittee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Permittee may request the City to enter into such litigation to protect the City’s interests, and in addition, Permittee may request the United States to enter into such litigation to protect the interests of the United States.

By signing below, I agree to all the terms prescribed in this application and acknowledge receipt of the Airport Ground Transportation Rules and Regulations.

Signature of Applicant	Date

**ABIA Website Acknowledgement**

As a valued customer of the Austin-Bergstrom International Airport, you are welcome to have your company named and/or link to your company website listed on the airport’s website. This is a service that is offered at no cost to you. If you wish to take advantage of this service, please acknowledge by initialing below. Please provide the company name, phone number and a company web address for linking.

I would like my company name listed on the airport’s website. \_\_\_\_\_

I would like to have my company’s website and phone number listed on the airport’s website. \_\_\_\_\_

Website	Phone Number
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It may take up to 15 working days for your information to be added to the website. We appreciate your patience and your continued support.

NOTE: Only companies maintaining a current and up to date airport permit will be displayed on the ABIA website. If you fail to renew your permit by the designated date, your company name and/or link will be removed.

**Supplemental Vehicle Page**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>License Plate #</b>	<b>Texas Toll Tag or Transponder #</b>	<b>Airport Permit #</b>

I acknowledge receipt of the Airport Ground Transportation Operating Service Permit(s).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date