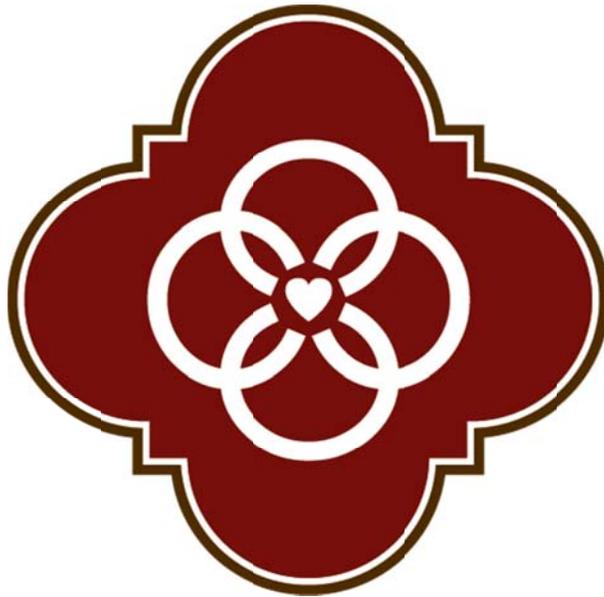


CITY OF SAN ANTONIO

CENTER CITY DEVELOPMENT & OPERATIONS



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

for

VALET PARKING SERVICES CONCESSIONAIRE

(RFP 16-067)

Release Date: Friday, July 8, 2016
Proposals Due: Friday, August 26, 2016

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003 - BACKGROUND

Through this Request for Proposal (“RFP”), the City of San Antonio, Center City Development & Operations Department (“City or “CCDO”) invites the submission of proposals from experienced and qualified firms to manage and operate a curbside valet parking service concession in Downtown San Antonio (“Downtown”). The Selected Respondent will construct, install, and equip the valet parking services. The selected Respondent will be responsible to manage and operate the service with sufficient personnel to ensure an effective, efficient, and convenient parking operation to Downtown visitors.

At every level, the selected Respondent will demonstrate the highest commitment to providing excellent customer service. Other related value-added services may include car washes/details, distributing flowers, umbrellas, and water bottles.

To be successful, the selected Respondent will be required to demonstrate substantial experience operating as a valet parking operator in a downtown area or similar environment. In addition, the selected Respondent will demonstrate having adequate access to capital resources to successfully build out and staff the business.

The selected provider will need to offer a method of valet call and payment through an app, which will be made available to the public. Additionally, the selected Respondent will need to provide alternative methods of payment including credit card and cash options.

All expenses for the valet service will be covered by the selected Valet Service provider. The provider will be allowed to charge parking fees to the general public for use of the valet services.

The City will make available space for a valet kiosk at various selected curb cuts for customers to pick up or drop off their vehicles. These curb cuts will be available on public Right of Way located on or with-in close proximity to Houston St. Selected areas will be decided on with the selected Valet Service provider.

The selected Valet Service provider will be allowed to park in City managed parking spaces depending on availability. Additionally, the Valet Service provider may provide their own parking options in lieu of using City facilities.

A. Downtown San Antonio Information

1. Overview

San Antonio’s rich historic and cultural downtown comes alive through art, architecture, music and beautiful outdoor spaces that display a unique blend of Spanish heritage and Texas pride. The city’s abundant art scene, cultural attractions and festivals make it a popular destination for tourists, artists and industry leaders looking for a versatile and dynamic hub to play, live or conduct business. From large-scale conventions at the Henry B. Gonzalez Convention Center, to iconic celebrations like Fiesta with its 100-plus events, to thousands of events throughout the year, there is always something going on in downtown San Antonio. As the nation’s seventh-largest city with 1.3 million residents, San Antonio welcomes 32.5 million visitors annually, which contributes to a \$13.4 billion economic impact of San Antonio’s Hospitality Industry.

B. Car Count Data

The total number of documented vehicles that parked in a City managed facility was 1.9 million for 2015. This number only includes vehicles that parked in City managed facilities.

004 - SCOPE OF SERVICE

The City intends to grant to a qualified and responsible Respondent the exclusive city sponsored right and privilege to operate curbside Valet Parking Services for our visitors at the selected Respondent’s sole cost and expense for a term of one (1) year with two (2), one (1) year renewable options. City will have the right to renew.

The selected Respondent will be required to enter into a Concession Agreement with the City to operate valet parking services. The agreement will be negotiated after a proposal has been selected. The following is a summary of the Scope of Services to be provided by the selected Respondent.

A. Concession Concept

1. Selected Respondent shall administer, manage, and operate a first-class Valet Parking Concession.

2. Selected Respondent shall provide the agreed upon services to the public during times that will be dictated by City. The City will, on a monthly basis, dictate days and times that valet should be operating for the upcoming month. Services may include nights, weekends and holidays. The City has the right to change service times at the discretion of the City.
3. Selected Respondent shall be responsible for furnishing all equipment and materials, which may be necessary to install and operate the concession at its sole cost and expense, including any value added services the Selected Respondent adds to the proposal including vehicle oil change, cleaning/detailing and other services as approved by the City.
4. Selected Respondent shall provide an app that can be downloaded into a smart device for usage by the public. The public should be able to download the APP at no cost to the user. Selected Respondent shall also provide alternative payment methods to users that are not able to pay by APP or smart phone device. Payment methods should include Credit Cards and Cash options.
5. The selected Respondent shall ensure that technology is adapted as needed to be compatible with Geo-fencing technologies.

B. General

1. It is the intent of the City to provide world-class parking valet services for customers.
2. Selected Respondent shall furnish all management, labor, and supplies necessary for the efficient and effective operation of services included in the Concession Agreement.
3. Selected Respondent shall plan, develop, coordinate, manage and operate the services in accordance with this Scope of Service and the negotiated Concessions Agreement in order to enhance revenues, control expenses and provide first-class customer service to the customers.
4. City will have the right to establish reasonable rules and regulations and/or operating directives for the valet operations, and the selected Respondent agrees to comply with such regulations.
5. The Selected Respondent shall furnish its employees with standardized uniforms as approved by the City. In addition, the color and style must be distinct from CCDO Parking employees. Each employee shall wear a uniform name tag identifying the employee, their title and the Company's name. All employees shall wear their uniform, required badge (if any), and name tag while working.
6. Selected Respondent shall be responsible for the acts or omissions of its agents, employees, contractors, subcontractors, or their agents or employees; or any other persons performing services under the Concession Agreement.
7. Selected Respondent shall ensure the safety and security of their customers and employees.
8. Selected Respondent shall provide all communications equipment, phone systems, computer equipment, software, and mobile phone applications for customer reservations, notifications, and credit card processing equipment. Electrical, telephone and network wiring will not exist at the curbside kiosk or vehicle storage area. The selected Respondent shall be responsible to determine the adequacy of, or otherwise provide, such facilities for their needs at their sole expense.
9. Respondents may include in their proposals additional services such as car washing, detailing, or oil changing.

C. Safety and Environmental

1. Selected Respondent shall be responsible for implementing an Accident Prevention and Safety program to be used by its staff.
2. Selected Respondent shall be responsible for training all employees.
3. All on-site accidents and incidents involving employees shall be reported to the designated parking supervisor assigned by City.

4. Within 24 hours of the event, confirmation of the information must be sent to the designated parking supervisor assigned by City
5. Selected Respondent is responsible for complying with any necessary environmental requirements of The State of Texas and or City.

D. Staffing

1. The selected Respondent will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record-keeping and customer service duties associated with the efficient and effective operation of the services to be provided under the Concessions Agreement. All such persons will be selected and assigned based on the highest level of competency, honesty, and courteous service available to the Selected Respondent through diligent recruiting, selection, and training.
2. There shall be at least one employee designated as a supervisor on duty at all times.
3. All personnel employed by the selected Respondent to provide services under this Agreement shall be fully qualified and licensed under applicable federal, state and local laws to perform such services.
4. Selected Respondent shall remove from its employment, in the performance of the Agreement, any employee who, in the reasonable opinion of the CCDO Director or his designee, engages in improper conduct, is not qualified or is not licensed to perform the required services.
5. All employees of Selected Respondent shall present a professional, positive, and courteous attitude. All employees shall act in a courteous and helpful manner at all times with all customers and all other employees. Employees shall:
 1. Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
 2. Display a positive attitude towards customers and fellow employees.
 3. Remain calm when encountering an upset customer, listen carefully and show empathy to the problem.
 4. Never use foul or inappropriate language at any time when on duty.
 5. No eating or smoking at the workplace in view of customers.
 6. Present a clean, well-groomed, and neat professional appearance.
 7. No napping or sleeping while on duty.
6. Selected Respondent shall ensure that employees assigned to perform the services of this Agreement:
 - a. Are bonded against theft, embezzlement and other losses of customer vehicles and personal property.
 - b. Maintain a valid Texas State Driver's License appropriate for the types of vehicles being driven.
 - c. Have no outstanding warrants.
 - d. Have never been charged with and/or convicted of Driving Under the Influence or Driving While Intoxicated
 - e. Are familiar with the duties and responsibilities of selected Respondent under the Concession Agreement.
 - f. Be alert, attentive, and responsive while on duty.
 - g. Do not commit any act, which may bring discredit upon the City of San Antonio.
 - h. Obey all traffic laws, rules and regulations at all times.
 - i. All supervisory personnel shall be known to the employees and conduct frequent inspections to ensure that posts, stations, and work areas are properly staffed with qualified employees and areas are kept clean.
7. The City values excellent customer service as one of its primary strategic goals. The selected Respondent shall provide on-going customer service training that reminds staff of the importance of courtesy and helps them with dealing with difficult customer situations.

E. Valet Operating Locations and Procedures

1. Curbside Kiosk: City
 - a. The kiosk shall be attractive and shall not conflict with ADA or pedestrian usage of the sidewalk.
 - b. Signage shall be placed on or close to the kiosk, which provides the name of the concessionaire and the rates of the service. City shall approve the signage and its location before it goes into production or is installed.
 - c. The kiosk shall be staffed with sufficient personnel to greet customers dropping off their cars and assist customers picking up their vehicles.

- d. The kiosk shall have the appropriate administrative, communications and support facilities to provide the curbside valet customer a receipt for their vehicle and enable processing of the customer's payment and recovery of their vehicle.
- e. The selected Respondent shall be responsible for the maintenance, repairs and cleaning of the kiosk and surrounding area.

2. Valet Runners

- a. The selected Respondent shall be responsible for providing transportation for the valet runners between the curbside kiosk and vehicle storage area.
- b. No employee break rooms are available for use of the employees of the selected Respondent.

F. Value-Added Services

1. Selected Respondent shall provide value-added services as proposed. Such services may include car washes/details, oil changes, fluid fills, state inspections and transfer of vehicle to a nearby dealership for repair/maintenance.
2. If the selected Respondent proposes to provide value-added services (with or without additional charge to Valet parking guests), then any required modification(s) to City property shall be the responsibility of the selected Respondent. Selected Respondent must obtain all necessary approvals or permits prior to any modifications.

G. Other

1. The City may engage the selected Respondent to provide value-added services.
2. The City will work with the selected Respondent on possible marketing promotions including, for example, the issuance of cards, coupons, etc.

005 – SAMPLE CONCESSION AGREEMENT

Following the selection of a proposal, the City shall negotiate with the Selected Respondent on a Valet Parking Concessions Agreement. The following summarizes some of the key terms and conditions of the offered concessions that are to be incorporated in the Agreement. This summary is not intended to be a complete description of the Concession Agreement and the final Concession Agreement language may differ from below.

The concessions shall be operated under the terms and conditions of the fully executed and delivered Concession Agreement by and between the City and the selected Respondent.

A. Term of Agreement

The Concession Agreement will become effective and binding upon execution by the City and is comprised of the Primary Term, as follows:

1. Primary Term

Primary Term commences upon the date the Concessionaire opens for business and shall continue for up to 1 year.

B. Compensation to the City

The selected Respondent will pay to the City, on a monthly basis, rent equal to the greater of (a) the Minimum Annual Guaranteed Rent ("MAG") or (b) the Percentage Rent, in accordance with the terms of the Agreement. The Selected Respondent must provide both options. City will review both options and select 1 of the 2 to move forward with an agreement.

1. Option 1: Identify proposed minimum annual guarantee to be paid to the City of San Antonio This MAG will be paid on a monthly basis by the 1st of the month.
2. Option 2: Identify proposed percentage Respondent shall propose a percentage rent to be paid on Gross Revenues, including parking fees and all ancillary services. The minimum percentage rent is 10%. Selected firm shall pay City proposed minimum annual guarantee or the proposed percentage of total adjusted gross sales.

Percentage rent must be paid no later than the 15th day of the subsequent month. MAG rent must be paid no later than the 1st of each month.

Parking Spaces used by Valet: In addition to the City selecting Option 1 or 2, the Selected Respondent must provide vehicle storage for valet vehicles. Respondents may utilize City managed public parking spaces upon availability. There will be no charge to utilize City managed public parking spaces. City is open to allowing both private and public storage options if desired by the Selected Respondent. Selected Respondent is responsible for any parking fees associated with utilizing a private parking location. A list of the City managed public parking locations can be found at the following link: <http://www.sanantonio.gov/ccdo/parking/parkingmap.aspx>.

C. Other Fees

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

006 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created, provided to, or received by City or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

007 - TERM OF CONTRACT

The term for the contract awarded in response to this RFP is one (1) year. The City shall have the option to renew under the same terms and conditions for up to two (2) additional, one (1) year extensions. All renewals shall be in writing and signed by the Director, or their designee.

008 - PROPOSAL REQUIREMENTS

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

If submitting a hard copy proposal, submit one (1) **COMPLETE** original, signed in ink, five (5) hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO PRICING SHOULD BE INCLUDED)** and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

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

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

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

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

CONTRACTS DISCLOSURE FORM. See RFP Attachment C. Respondent may download the form at:

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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 their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

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

009 - CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

Submission of Proposals.

Proposals should be submitted in hard copy format.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **five (5)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications;**

Proposed Plan, etc. (NO PRICING SHOULD TO BE INCLUDED) and one copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Valet Parking Services - CCDO**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the City Clerk's Office no later than **11:00 a.m., Central Time, on Friday, August 26, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio - Office of the City Clerk
Attn: CCDO RFP for "Valet Parking Services"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio - Office of the City Clerk
Attn: CCDO RFP for "Valet Parking Services"
100 Military Plaza
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Correct Legal Name.

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

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

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

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Wednesday, July 20, 2016**. Questions received after the stated deadline will not be answered. All questions should be sent by e-mail.

Additional Question Deadline:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Thursday, August 11, 2016**. Questions received after the stated deadline will not be answered. All questions should be sent by e-mail.

Laura Sambrano, Procurement Specialist III
City of San Antonio, Finance Department
laura.sambrano@sanantonio.gov

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

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

Experience, Background, Qualifications (45 points)

Proposed Plan (40 points)

Compensation Schedule (15 points)

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child 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. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that neither the City nor the Commission shall in any way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law, this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

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

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

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

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

014 - SCHEDULE OF EVENTS

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

RFP Release Date	Friday, July 8, 2016
Final Questions Accepted	Wednesday, July 20, 2016 at 2:00 pm, Local Time
Additional Final Questions Accepted	Thursday, August 11, 2016 at 2:00 pm, Local Time
Proposal Due	Friday, August 26, 2016 at 11:00 am, Local Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Garage Keepers Liability Insurance-provided on a direct primary basis	Damage to vehicles \$500,000

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

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

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

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?
Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such
cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors
under state or federal proceedings?
Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of
assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action,
from any regulatory bodies or professional organizations?
Yes ___ No ___ If "Yes", state the name of the regulatory body or professional organization, date and reason
for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?
Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date,
contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization
that failed to complete a contract?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services
contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her
own name?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services
contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience managing and operating a valet parking service program at parking garages, public and/or private, for municipalities or public sector facilities, or a similar operating environment. Firms demonstrating three (3) continuous years of experience will be given preference.
2. Provide an Organization Chart, which reflects corporate, regional, and local support for the proposed concession program.
 - a. Name;
 - b. Title;
 - c. Describe relevant experience in detail;
3. 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.
4. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED CONCESSION PLAN

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

1. Operating Plan. Each Respondent shall include the day-to-day operating and maintenance procedures including but not limited to the following:
 - a. Management – Describe the company’s daily parking valet operational procedures to include the following:
 - i. Provide specific details to include but not limited to attendants/managers, traffic control, accommodations for the handicap adapted vehicles, assistance with vehicle issues, internet reservations, process for vehicle pick-up/drop-off, estimated wait times, and any additional services available to the customer.
 - ii. How the valet transportation needs will be met, including the purchase of any vehicle(s) to transport staff between the curbside kiosks to the vehicle parking area.
 - b. Customer Service - Submit a copy of your procedures for handling customer service and customer complaints. Include in procedures your plan for training staff on providing professional and courteous customer service.
 - c. Safety Training – Submit your Accident Prevention and Safety program, consistent with requirements in RFP Section 004 - Scope of Service, Item C-Safety.
 - d. Security – Submit how you will handle securing the vehicle parking area and the vehicles’ keys. Include the procedures to be followed to inspect the vehicle when it is dropped off.
2. Staffing Plan. Describe the proposed plan to include the following:
 - a. Provide a detailed description of the company process for hiring, selecting, and retaining employees, incentive programs, disciplinary policy, drug testing program and grounds for termination and termination procedures.
3. Proposed Pricing Structure
 - a. Provide a proposed pricing list of fees for parking valet services and any value-added services being offered, these will be evaluated under the criteria of Proposed Plan.
 - b. The Respondent may propose adjustment to the pricing for the parking valet services, or any value-added services, subject to the approval of the City.
4. Additional Services – List and describe how you will provide any value-added services.

RFP ATTACHMENT B

COMPENSATION SCHEDULE

A. Identify proposed minimum annual guarantee to be paid to the City of San Antonio. Selected firm shall pay City proposed minimum annual guarantee.

Contract Year	Minimum Annual Guarantee Payment to City
11/1/16 - 10/31/17	\$ _____

B. Identify proposed percentage to be paid to the City of San Antonio.

Service Category	Acceptable Minimum Percentage	Proposed Percentage
Valet Parking Service	10% (Minimum)	_____ %

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

SIGNATURE PAGE

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

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

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

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

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT F

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Compensation Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
Proof of Insurability (See RFP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Signature Page RFP Attachment E	
Proposal Checklist RFP Attachment F	
+Signed Addendum, if any	
One (1) Original, five (5) paper copies, and one (1) flash drive or CD of entire proposal in PDF format if submitting in hard copy.	

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