



**City of San Antonio**

**ADDENDUM II**

**SUBJECT:** Request for Proposals, Valet Parking Service Concessionaire, (**RFP 16-012**), Date of Issue: March 18, 2016, Scheduled to Open: May 13, 2016

**FROM:** Denise D. Gallegos, C.P.M., CPPB  
Procurement Administrator

**DATE:** April 15, 2016

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

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

1. Change: Deadline for questions is extended to Wednesday, April 20, 2016 at 2:00 p.m. Central Time.
2. Change: Proposal due date and time is extended to Friday, May 13, 2016 at 2:00 p.m. Central Time.
3. Change: Addendum I response to Question #20 is deleted in its entirety and replaced with the following:  
  
“The RFP provides per car basis for the Purple Lot and Parking Garage at \$11 per day per parking space. The third option, the Undeveloped Land, is \$1 per square foot. If the Respondent’s proposal includes another area of the Airport not in the Purple Lot, Parking Garage, or Undeveloped Land, Respondent should propose a rate that is similar to these options and explain the rate.”
4. Add: Attachment 1 to this document, Addendum II, is added to the RFP as RFP Exhibit I-Mandatory Federal Contract Provisions.
5. Change: RFP page 6 of 56, 004 – Scope of Service, Item 6e is deleted in its entirety and replaced with the following:  
  
“e. Have never been convicted of Driving Under the Influence or Driving While Intoxicated.”
6. Change: RFP Attachment B, Compensation Schedule, is deleted and replaced with Attachment 2 to this document, Addendum II.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 010, RESTRICTIONS OF  
COMMUNICATION:**

- Question 1: RFP page 2 of 56, 003 – Background, Item 2: How much space will the City make available in the Parking Garage for the exclusive use of the valet operation and where would these spaces be located?  
Response: The RFP asks the proposal to include the location and number of parking spaces that the Respondent believes it requires in order to provide excellent customer service and be a profitable operation.
- Question 2: RFP page 6 of 56, 004 - Scope of Service, D, Staffing, Item 5.8: Does the Airport anticipate any issues with Skycaps in the handling of patrons' luggage?  
Response: The intent of this section is to assist with the retrieval and stowage of luggage from their vehicles. If a valet customer requests that an attendant meet them at the carrousel to assist with luggage, this should not present a problem with valet. The request must come from the customer, and there should be no suggestion that this is an added service.
- Question 3: RFP page 6 of 56, 004 – Scope of Service, 6 E: Will the Airport consider changing “charged with” to convicted of since there is no basis for refusing to hire somebody for an allegation that has not been proved?  
Response: Yes. See Addendum II Item 2 above.
- Question 4: RFP page 6 of 56, 004 - Scope of Service, E. Valet Operating Locations and Procedures, Item 1.b: Would the Airport be willing to change their approach/overhead signs to direct and identify the location of the curbside valet service? If so, who would be responsible for that expense?  
Response: The City will provide signage to identify the location of the curbside valet service as part of an overall signage program. The timing will be dependent on the approval of the FY 2017 City Budget and the overall delivery of the CIP program.
- Question 5: RFP page 7 of 56, 004 – Scope of Service, E Valet Operating Locations and Procedures, Item 2.d: Will the Airport consider making the drop off area exclusive to the valet operator?  
Response: The area will be marked with signage indicating the purpose and location of the curb frontage provided for the valet operation.
- Question 6: RFP page 7 of 56, 004 - Scope of Service, E. Valet Operating Locations and Procedures, Item 2.f: Would the Airport make available a FIDS terminal at the Kiosk to help the staging of vehicles for customers returning for the vehicles?  
Response: No. Any equipment would be the responsibility of the vendor to purchase and install.
- Question 7: RFP page 8 of 56, 005 – Concession Agreement, A. Term of Agreement: Can the Airport give an estimated timeline for review, selection and approval by the City Council?  
Response: Not at this time. The period to review and evaluate the proposals and negotiate with the selected Respondent depends on the number of proposals and the information provided.
- Question 8: RFP page 9 of 56, 005 – Concession Agreement, B. Compensation to the City, 1.1: Does the payment of lease of space or parking spaces count towards meeting the MAG or payment of the rental percentage?  
Response: No, the two are separate.
- Question 9: RFP page 9 of 56, 005 – Concession Agreement, B. Ground Rent/Rental Space/Building Rent, 3: When the new Hourly Garage comes on line at \$24 per day, is it the City's intent to raise all space rental in all lots to \$24 per stall per day?  
Response: It is not the intention of the City to uniformly raise the rates for all lots to match the old Hourly Garage daily rate of \$24.00. All rate changes to the public parking lots and garages require the approval of City Council.

Question 10: RFP page 9 of 56, 005 – Concession Agreement, D. Capital Investment and Improvements:  
a. Would the Airport consider repayment of initial capital investment if the Agreement is cancelled by the City/Airport for any reason prior to the end of the original “Primary Term”?  
b. Would the Airport consider adding term to make the repayment of capital spread over a longer term therefore the Operator could potentially offer more MAG & Percentage Rental Payment?

Response:

a. If the agreement calls for a ground lease of property at the airport for the Respondent’s off-Terminal operations (e.g., parking facility for customer cars), and the City has a need to recapture the space, our standard leases provide for an adjustment to the leased premises and rent, the City will assist in finding another location, will assist with relocation costs, and, if no suitable relocation premises are available, the City will compensate the lessee net present value of remaining rentals due under the lease, including extensions. The airport’s standard lease provisions do not provide for repayment of initial capital investments under these circumstances.  
The City’s concession agreement for on-Terminal concessions do not provide for any re-payment of capital investments in the event of an airport required relocation.  
b. The City will consider proposals; however, our standard term for a concession agreement is 5 years.

Question 11: RFP page 10 of 56, 006 – Additional Requirements, Performance Guarantee: Can the performance guarantee be annually renewable?

Response: Yes.

Question 12: RFP page 12 of 56, 008 – Proposal Requirements, Financial Information: Can our three years of financial statements be treated as confidential (Since we are privately held) and submitted separately?

Response: The City must comply with the Chapter 552 of the Texas Government Code governing disclosure of public information. If the City receives a request for a Respondent’s financial information, the City will inform the Respondent of the request and allow the Respondent to make an argument to the Texas Attorney General to withhold such information.

Question 13: RFP page 15 of 56, 013 – Award of the Contract states that the City reserves the right to award one, more than one or no contracts in response to this RFP: Will the City consider making this an exclusive contract?

Response: No.

Question 14: Will the Airport provide a consolidated flight schedule?

Response: There is no consolidated flight guide. Information on flights can be accessed online at <http://sat.fltmaps.com/en>.

Question 15a: As a follow up to Question 20 on Addendum I, is the Contractor permitted to lease a certain number of spaces inside the Parking Garage for returning cars and park multiple vehicles throughout the day in the same spaces?

Response: Yes.

Question 15b. For example, could the Contractor propose to lease 20 spaces inside the Parking Garage at \$11 per day per space regardless of the number of cars that were parked in the garage as long as the 20 spaces were never exceeded?

Response: Yes. The number of spaced will be fixed in the lease agreement and paid for at the rate of \$11/space/day.

NOTE: In further response to Addendum II, Question 15 above, please note that the original response to Addendum I, Question 20 incorrectly stated the method of determining the fee to the Respondent as a “per car basis” in the Purple Lot. All parking areas within existing public or employee parking areas will be charged to the Respondent on a “per stall” basis and at the prevailing public daily parking rate stated in the RFP (or subsequently established by the City).

1. Purple Lot – A 125 parking space area is proposed to be for the Respondent’s use and the fee will be 125 X \$11.00 per day every day regardless of the number of cars parked in the area.
2. Parking Garage - \$11.00 per day per stall that is designated for Respondent’s use.
3. Undeveloped Land Adjacent to the Green Lot – The fee for the use of this area is based upon square footage as originally stated.

Question 16: Per Exhibit E to Addendum I, total transactions for October – February 2016 vs. October – February 2015 are down by over 95,000 or 22%. The Airport’s other parking facilities do not appear to have captured the traffic from the closure of the Hourly Garage for construction. Can the Airport comment on this material loss of traffic?

Response: The construction activity and the addition of rideshare to the San Antonio Airport appears to have modified the way that the public is either getting to the airport or where they are parking. There has been an increase in the number of ground transportation trips from the airport, an increase in roadway traffic at the terminals, and an increase in the use of off-airport alternatives since the Hourly Garage was closed in July 2015.

Question 17: For each month of FY15 (October 2015 – September 2015) on Exhibit E to Addendum I, please provide the breakdown for both Hourly Transactions and LT Transactions based on the following denominations:

<u>Month / Year</u>	<u># of Transactions</u>
< 3 Hours	XXXX
3 Hours - 24 Hours	XXXX
1 Day to 2 Days	XXXX
2 Days to 3 Days	XXXX
3 Days to 4 Days	XXXX
4 Days to 5 Days	XXXX
5 Days to 6 Days	XXXX
> 6 Days	XXXX
<b>Total</b>	XXX,XXXX

Response: See Exhibit A to Addendum II.

Question 18: RFP Attachment B, Compensation Schedule, Item A Proposed MAG, NOTE – Please clarify the definition of “rental requirement” alluded to in the NOTE. For example, would the Contractor be required to pay 85% of the previous year’s Ground Rent (Item B) only or Ground Rent (B) plus Additional Rent (C)?

Answer: The NOTE references the MAG and Percentage Rent (Item B) only.

Question 19: RFP Attachment B, Compensation Schedule, Item B, Percentage Rent – Is the Contractor permitted to propose multiple tiers for Percentage Rent (i.e., X% up to the first \$100,000 and Y% in excess of \$100,000)?

Answer: Yes.

Question 20: RFP Attachment B, Compensation Schedule, Item C, Ground Rent/Rental Space/Building Rent – Please confirm that the City is requiring the Contractor to pay the same daily rate of \$11 for both the Parking Garage and the Purple Lot. Would the Airport consider a reduced rate for the Purple Lot given the distance and fact that the vehicles are subject to the elements?

Answer: Yes, the rate is \$11 for both the Parking Garage and the Purple Lot and no reduction will be considered.

Question 21: Can the Airport confirm that electricity and plumbing exist at the proposed staging area on the Departures level beyond Terminal B and in the Purple Lot?

Answer: No plumbing is available or nearby in either area. Electricity is nearby and accessible in both locations and would require a licensed electrician to pull power per your requirements.

Question 22: RFP Page 45 of 56, Article 3(c) – During the Pre-Proposal meeting Staff indicated that valet parking storage spaces would be located toward the back of the Purple Lot but within the controlled gated area. Is the selected Respondent required to segregate spaces with fencing, which drives cost, within the lot or could signage reserving the spaces be handled?

Answer: The area must be physically separated with fencing and an access controlled gate. The access control can be a manual swing gate.

*for*   
Denise D. Gallegos, C.P.M., CPPB  
Procurement Administrator  
Finance Department – Purchasing Division

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

**ATTACHMENT 1 TO ADDENDUM II**

**RFP ATTACHMENT B**

**REVISED COMPENSATION SCHEDULE**

(Attached as a separate document)

## ATTACHMENT 2 TO ADDENDUM II

### RFP EXHIBIT I

#### MANDATORY FEDERAL CONTRACT PROVISIONS

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

##### TITLE VI NOTICE

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

##### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

##### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

**EXHIBIT A TO ADDENDUM II**

**Long Term**

	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15
< 3 Hours	2,516	2,880	3,658	2,206	2,194	3,112	2,555	4,524	3,982	24,495	39,613	24,856
3 Hours - 24 Hours	2,364	1,981	2,204	1,917	1,884	2,088	2,365	2,338	2,245	3,575	4,273	3,619
1 Day to 2 Days	2,740	2,213	2,310	2,199	2,266	2,052	2,477	2,346	1,852	1,748	2,153	2,387
2 Days to 3 Days	8,559	6,735	5,532	5,622	6,252	6,058	7,454	7,365	5,660	5,285	6,369	6,448
3 Days to 4 Days	9,623	7,770	5,896	6,404	7,759	7,613	8,761	9,039	6,940	6,328	6,903	7,382
4 Days to 5 Days	6,883	5,944	4,954	4,804	5,724	6,413	6,521	7,223	6,238	5,748	5,633	5,440
5 Days to 6 Days	3,367	2,879	3,173	2,518	2,657	3,665	3,206	3,837	3,646	3,558	3,402	2,860
> 6 Days	4,247	3,948	5,821	4,409	2,907	5,200	3,932	4,994	6,383	6,973	6,172	3,919
<b>Total</b>	<b>40,299</b>	<b>34,350</b>	<b>33,548</b>	<b>30,079</b>	<b>31,643</b>	<b>36,201</b>	<b>37,271</b>	<b>41,666</b>	<b>36,946</b>	<b>57,710</b>	<b>74,518</b>	<b>56,911</b>

**Hourly**

	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-16	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15
< 3 Hours	38,927	41,986	55,483	40,906	30,279	44,379	39,028	43,116	52,080	25,155	1	0
3 Hours - 24 Hours	4,426	4,081	4,889	4,272	3,685	4,301	42,264	4,179	2,986	1,537	0	0
1 Day to 2 Days	1,052	890	881	837	856	881	919	1,000	790	331	0	0
2 Days to 3 Days	1,503	1,248	1,052	1,124	1,268	1,285	1,447	1,508	1,186	418	0	0
3 Days to 4 Days	1,024	806	726	801	906	1,027	991	1,114	786	359	0	0
4 Days to 5 Days	629	511	534	478	512	671	614	709	536	226	0	0
5 Days to 6 Days	275	209	288	249	217	318	253	324	308	115	0	0
> 6 Days	412	404	529	435	286	466	394	565	537	348	1	0
<b>Total</b>	<b>48,248</b>	<b>50,135</b>	<b>64,382</b>	<b>49,102</b>	<b>38,009</b>	<b>53,328</b>	<b>85,910</b>	<b>52,515</b>	<b>59,209</b>	<b>28,489</b>	<b>2</b>	<b>0</b>

**Green Lot**

	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-16	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15
< 3 Hours	0	7	8	0	0	31	6	68	180	1,458	2,154	1,724
3 Hours - 24 Hours	0	109	10	0	0	13	2	37	139	373	583	673
1 Day to 2 Days	0	0	9	0	0	31	0	74	292	461	482	687
2 Days to 3 Days	0	0	37	0	0	105	0	152	776	935	994	1,458
3 Days to 4 Days	0	0	63	0	0	102	0	166	791	1,006	1,112	1,729
4 Days to 5 Days	0	0	229	0	0	77	0	157	601	616	855	1,176
5 Days to 6 Days	0	0	147	0	0	56	0	83	252	365	457	568
> 6 Days	0	0	105	131	0	68	2	111	437	872	977	823
<b>Total</b>	<b>0</b>	<b>116</b>	<b>608</b>	<b>131</b>	<b>0</b>	<b>483</b>	<b>10</b>	<b>848</b>	<b>3,468</b>	<b>6,086</b>	<b>7,614</b>	<b>8,838</b>