

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

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ADDENDUM C

RFP No. 10013973-11-Z

Closing Date: June 9, 2011
@ 4:00 p.m. P.T.

Subject: Furnishing the City of San Diego with **Parking Management Services for Qualcomm Stadium.**

The following changes made to the subject RFP document below are hereby made effective as though they were originally shown and/or written.

1. Delete the original page 15 and replace with the attached Addendum C page 15 (**NOTE:** Section C, paragraph C, item 4 has been deleted).
2. Delete the original page 18 and replace with the attached Addendum C page 18 (**NOTE:** Section C, paragraph C, items 11.g and 11.i have been changed).
3. Delete the original page 19 and replace with the attached Addendum C page 19 (**NOTE:** Section C, paragraph C, item 14.a.5 and paragraph D have been changed).
4. Delete the original page 25 and replace with the attached Addendum C page 25 (**NOTE:** Section G, paragraph A.2 has been changed).
5. Add a seven (7) page "Questions and Answers". This is for informational purpose only and is not part of any resulting contract.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Michael Winterberg
Procurement Specialist
(619) 533-6441

May 27, 2011

MW/ylk

4. **DELETED.**

5. Free Parking

a. Free Parking Passes

The City reserves the right to issue free passes for stadium tenants and concessionaires for parking events and the Contractor shall staff the parking lots and pay the parking expenses. Parking expenses shall be determined by the proposer's billing rate. Section C "Price Schedule", paragraph D, item 2 shall be utilized for compensation of labor as may be required.

Employee and media passes make up the majority of free parking passes. The City estimates that between approximately 500 and 1,000 free parking passes are distributed for Charger games. For other events, the City estimates that approximately 500 or less free parking passes are distributed.

The Stadium Manager will print and distribute as necessary, parking passes to tenants of the stadium, City Officials and others at his/her discretion as the occasion warrants. In the occasion that a large amount of passes that need to be distributed, the Stadium Manager will confer with the Proposer to inform them of such. The City reserves the right to waive parking fees or to negotiate a buyout of parking from an event based on the event's nature. Religious events, public rallies are two (2) examples of situations where that may occur. Each decision to exercise that right will be made in conjunction with the Proposer.

b. Free Parking Areas

The only free parking area for major events is the employee lot located to the north of Friars Road (east bound). Employees must show a pass to enter this lot. This lot may be used for overflow parking if space is available. Revenues from this lot when it is being used for overflow parking must be included in the proposer's contracted event total.

- g. Provide a minimum of two (2) service vehicles for **all events** for troubleshooting disabled vehicles **in the parking lot. The vehicles shall be** equivalent to a golf cart or a small truck. Furnish two (2) service vehicles for all events over 15,000 in anticipated attendance. Furnish a minimum of one (1) service vehicle for all events under 15,000 in anticipated attendance.
- h. Provide staffing for overflow lots.
- i. The selected contractor will be required to perform any or all of the following services as determined by Stadium management on an as-needed basis over the term of the contract. This work shall be conducted during the non-football season (March-June). The Contractor shall contact Stadium management in January of each contract year to determine the **specific** scope of work. **The anticipated scope of work shall include the striping of approximately 2,000 parking spaces per year, in designated locations as specified by the Stadium Manager or designee.**
 - Re-stripe selected areas throughout the parking lot(s);
 - Painting of selected parking stalls, curbs, traffic lanes, turning lanes, etc., throughout the Stadium parking lot(s).
- j. Be open to new technologies and improved methods of accounting of fees and reconciliation of vehicle counts.
- k. Work closely with San Diego Police Department and Special Event Controllers to help regulate traffic flow and communicate on sold out parking events.

12. Accounting of Revenue

The Proposer shall be responsible for accurately counting all event revenue. The City reserves the right to audit any and all receipts in accordance with Section I.20 "Availability of Records" of this contract.

13. Variable Message Signs

The Contractor shall provide two (2) variable message signs. Each sign shall be portable and shall be provided with LED Display, three (3) rows x eight (8) columns, a built-in computer and charger. Signs shall be SolarTech brand, or equal. Signs shall remain the property and responsibility of the Contractor, and shall remain at the Stadium for all events. Signs shall be kept operational at all times during the contract at no cost to the City.

Signs shall be removed by the Contractor upon termination or non-renewal of this contract upon its expiration, at no cost to the City. Any additional capital signage improvements which the Contractor wishes to offer should also be detailed. All signs shall be at the cost of the Contractor.

14. Additional Requirements

The Contractor shall include the following additional requirements as part of their proposal:

- a. Operation Equipment – All equipment required to effectively and efficiently operate the parking facilities at the Stadium shall be provided by the Contractor, including but not limited to:
 - 1) Barricades, bike rack, delineators, safety cones.
 - 2) Flashlights.
 - 3) Radios and cell phones. The Contractor is responsible for all communication with their employees. It is not a reimbursable expense.
 - 4) Caution tape.
 - 5) **Scanning equipment. Scanners must be capable of tracking and monitoring cash and non-cash transactions in real time.**

For information purposes, an inventory list is not available, and there is no existing inventory that will be turned over to the successful Contractor selected from this RFP.

- b. Labor and Benefits – All labor wages, fringes, benefits, etc. for the parking employees at the Stadium shall be provided by the Contractor, in accordance with all applicable law including the most recent provisions of the Living Wage Ordinance O-19386, as specified in Section I.63 “Living Wage” of this contract.
- c. Office Equipment – All office equipment necessary to provide excellent service to guests shall be provided by the Contractor.
- d. Armored Delivery Service – The safety of the Contractor’s employees and the cash receipts are the sole responsibility of the Contractor. Armored delivery service shall be provided as required by the City. The Contractor shall address how armored delivery service will be provided as part of their proposal.
- e. Directional Signs – In addition to the variable message signs listed in this contract, the Contractor shall be responsible for creating and installing temporary, event related signage. All signs shall be at the cost of the Contractor.
- f. Uniforms – The Contractor shall supply to its employees working an event at the Stadium, at its sole expense, uniforms that are representative of quality guest service. The colors and style of the uniforms are subject to the approval of the Stadium Manager.

D. SAN DIEGO CHARGERS FOOTBALL TEAM

The City has a contract with the San Diego Chargers which states in part that “the City shall require the operators of the parking facilities to pay all net parking revenues directly to the Chargers promptly after each home game.” **For each regular season game, the Contractor must collect parking lot revenues for Charger games, retain the contractual percentage (%) of gross revenues, and remit the balance to the Chargers. The City retains net parking lot revenues for Charger playoff games.**

SECTION G

CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Stadium Field Operations Manager or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

A. INVOICING AND PAYMENT

1. Invoices must be submitted within 30 days of the event in duplicate (one copy to be marked "original") to:

- The City of San Diego
Qualcomm Stadium
Attn.: Special Events Coordinator
9449 Friars Road
San Diego, CA 92108-1718

and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.

2. Upon review and approval from Qualcomm Stadium, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic. **Daily revenue will be deposited into the Contractor's bank account. The Contractor shall send a check to the City's Qualcomm Stadium (payable to the City Treasurer) for the net of the gross receipts minus the management fee, in accordance with the pricing terms of the Contract.**
3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

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QUESTIONS AND ANSWERS

1. On page 10 you provide the revenues and number of events by type. Please provide the projected average attendance per type of event since this dictates the required staffing levels?

Answer:

<u>Type of Event</u>	<u>Projected Average Attendance</u>
Charger Games	68,000
SDSU	20,000
Supercross	50,000
Monsterjam	58,000
Soccer	60,000
Poinsettia Bowl	50,000
Holiday Bowl	60,000
CIF	8,000
Misc Event	10,000

2. Page 8, 11 & 12 – How much expense detail is the City looking for as back up for the Pricing Schedule? This is a percentage rent contract, so why is the City asking for projected expenses?

Answer: It is prudent for the City to review the pro-forma or estimated expenses associated with the proposed contract.

3. Page 11 – price schedule – This section notes that the pricing is fixed during the life of the contract, but can we bid different % of gross for each of the 3 years? Please confirm that the fixed language does not preclude us from offering revised % rents each year of the agreement.

Answer: A proposer may offer different Percentages of Gross Receipts retained by the City of San Diego in each of the three years as listed in Section B “Price Schedule”.

4. Page 18 – Item 11i – Can the City define the scope of this striping and painting? The RFP language is very vague and does not specify parameters of any striping or repair work. Can the City provide specifics or can the City put a cap on this so that the commitment amount from the vendors is not open ended?

Answer: Section C, paragraph C, item 11.i has been changed to address this question. Please refer to page 18 of this Addendum.

5. Page 19 item a – Can the City provide a list of all City provided equipment and a list of all equipment currently being supplied by the current parking provider? This would include signs, barricades, cones, etc. so that we can determine how much or many of each equipment needs to be provided by the vendor.

Answer: An inventory list is not available. Please note that Section C, paragraph C, item 14.a 5) has been added. Please refer to page 19 of this Addendum.

6. Does the dedicated Parking Manager have to be based locally in San Diego?

Answer: A full-time dedicated Operations Manager must be provided, and must meet all of the requirements specified in this RFP, including but not limited to Section C, paragraph C, item 8 “Staffing”.

7. What other responsibilities does the dedicated Parking Manager have beyond the event schedule provided in the RFP? Are there pre-event meetings, planning sessions, etc. that the parking provider has to participate in? This would include events during the prime football season and the balance of the year where scheduled events are minimal.

Answer: Please refer to Section C, paragraph C, item 8 “Staffing” of the RFP.

8. Page 7 - Section A – Item 4 contract Amount – What is the city looking for on this line? The contract amount in our mind is the City’s projected share of the gross revenues – is this correct?

Answer: Item 4, Contract Amount in Section A would be the dollar value from the box titled “Total Section 1 (Yrs 1-3)” located in Section B, Paragraph D, Item 1 of the Price Schedule.

9. In regards to the Vendor Registration Form, are we to submit this form along with the proposal or does the City require it be submitted beforehand?

Answer: Contractors must submit this form with their proposal in accordance with the instructions in Section L.3, item 5 “Tab E – Signed Contract”.

10. Section C, C, 11, d. Sell pre-paid passes. Are all pre-paid parking passes sold through the parking operator? Including Football Passes? If so, who is responsible for the expense of the marketing, printing and distribution of the passes? Are any passes sold online? If so is the revenue credited back to the operator?

Answer: Pre-paid passes are not sold thru the parking lot operator. If there are any revenues credited back to the parking lot operator; this is between the tenant and the parking lot operator.

11. Section C, C, 11, g. Provide a minimum of two (2) service vehicles for troubleshooting disabled vehicles equivalent to a golf cart or a small truck. Furnish two (2) service vehicles for all events over 15,000 in anticipated attendance. Furnish a minimum of one (1) service vehicle for all events under 15,000 in anticipated attendance. Is this a total of 4 vehicles for events over 15,000 and 3 for events under 15,000 or 2 and 1 respectively?

Answer: Section C, paragraph C, Item 11.g has been changed. Please refer to page 18 of this Addendum.

12. Section C, K. PORTABLE OFFICE TRAILER: The Stadium has a portable office trailer of approximately 900 square feet designated for on-site use by the Contractor. Contractor shall indicate in their proposal for this item if they are interested in using this trailer, and if yes, the City may lease this trailer to the Contractor under separate lease agreement at a fair market lease rate. How much is the rent?

Answer: The rent in August 2011 is \$505.00 per month

13. Section I, I.28 Photo Identification Badge: The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor. Will these ID badges be provided by Qualcomm at no charge to the operator? If not how much are they?

Answer: The Contractor is responsible for providing company photo identification badges at their sole cost and expense. The City will not quote a cost for badges as this is a responsibility of the Contractor.

14. Is the parking operator responsible for any of the maintenance functions in the parking areas (i.e. entrance plazas, curbs, mechanical equipment, trash clean up after games, broken bollards, trash service, etc.)?

Answer: No.

15. Are the parking employees union?

Answer: The City does not have any requirements regarding parking employee union memberships.

16. Will the daily revenue be deposited into the client's or parking operator's bank? If Client, will operator be eligible for an advance to cover expenses?

Answer: The Contract Administration Data has been changed to address this question. Please refer to Section G, Paragraph A, item 2 on page 25 of this Addendum.

17. In the pre-proposal conference it was mentioned that the scanners were the property of the current operator. Can you please confirm this? If it is the property of the current operator we would like to know how many scanners are needed and what brand they are for the purpose of estimating cost.

Answer: Yes, the 45 iParq scanners are the property of the current operator.

18. Can you please provide the last 5 years of revenue with detail for the various events?

Answer: The estimated gross revenues that are available are included in Section B, paragraph B "Event Figures" on page 10 of the RFP.

19. What sites is the current operator using for satellite parking? What specific criteria does the City have for such sites of the current operator? How often and to what extent are these satellite sites utilized by attendees?

Answer: The Scope of Services has been changed to address this question. Please refer to Section C, paragraph C, item 4 on page 15 of this Addendum.

20. What specific criteria does the City have for satellite parking sites for the next operator?

Answer: Please refer to the answer to Question 19.

21. With respect to the next operator, how often and to what extent are these satellite sites likely to be utilized by attendees?

Answer: Please refer to the answer to Question 19.

22. What role and responsibility does the current operator have for operating shuttles?

Answer: Please refer to the answer to Question 19.

23. For the purposes of this RFP, what specific types of shuttle vehicles are needed by the successful proposer?

Answer: Please refer to the answer to Question 19.

24. For this RFP, how many shuttle vehicles are needed?

Answer: Please refer to the answer to Question 19.

25. For this RFP, for which events are shuttles required?

Answer: Please refer to the answer to Question 19.

26. What do you anticipate a typical shuttle schedule looking like?

Answer: Please refer to the answer to Question 19.

27. Please provide a sample schedule of shifts for a typical Charger game? How many employees are used? Where are they posted? How long are the shifts?

Answer: The information that is available is provided for in the RFP. Please refer to Section C, paragraph C, item 2 “Rates and Hours” and item 8 “Staffing” of the RFP. Please also refer to Section C, paragraph A “Background” of the RFP.

28. Please provide a schedule that shows what the striping requirement will be for each of the next five years.

Answer: Please refer to the answer to Question 4.

29. Please provide a detailed list of equipment that is owned by the City and is available for use by the operator.

Answer: No equipment is available by the City for use by the parking lot operator other than anything that was already specified in the RFP.

30. Please provide a detailed list of equipment the operator would need to provide to fulfill the obligations of the contract.

Answer: Please refer to the answer to Question 5.

31. If handheld scanners are currently used, are they owned by the City or the current operator?

Answer: Please refer to the answer to Question 17.

32. What are the compatibility requirements for the handheld scanners?

Answer: The Scope of Services has been changed to address this question. Please refer to Section C, paragraph C, item 14.a.5 on page 19 of this Addendum.

33. How many scanners are needed?

Answer: This is a decision the Contractor must make based upon the information presented in the RFP. The current operator is utilizing 45 scanners.

34. What are the specifications for the two VMS signs that the operator must provide?

Answer: Please refer to Section C, paragraph C, item 13 of the RFP for these requirements.

35. What is the process for settling-up with the Chargers at the end of each event? How is the operator compensated for revenue collected by the Chargers?

Answer: Section C, paragraph D has been changed. Please refer to page 19 of this Addendum.

36. What are the various rates charged for different vehicle types during a Charger game?

Answer: The rates for cars are \$25.00, and the rates for RVs are \$100.00.

37. Is there a discount given for vehicles with handicapped placards?

Answer: There is no parking charge for vehicles displaying a handicapped placard

38. What is the revenue breakdown on a Charger game day for the various vehicle types? (How much revenue is from RV parking v. regular vehicle parking?)

Answer: This information is not available. The Chargers retain net parking lot revenues.

39. What would be the cost to rent the on-site field office trailer?

Answer: Please refer to the answer to Question 12.

40. As a matter of public record, can you please provide a copy of the current contract?

Answer: This information is available. Please submit a written Public Records Act request to the contact person for this RFP.

41. As a matter of public record, can you please provide a copy of all proposals submitted for the last RFP?

Answer: Please refer to the answer to Question 40.

42. What is the process for auditing the vehicle counters with the reported revenue? What is the variance?

Answer: The proposed contract allows the City to audit reported revenues. If there is a documented discrepancy of vehicle counts, reported gross revenues and any other financial information, the City auditor will follow established policy and process to determine if the City has been paid pursuant to the contract. At a designated time before the parking lot gates officially open, a Stadium representative and a parking lot representative go to each pay gate and conduct meter readings. At the time the lot is full, the parking lot manager and designated Stadium representative read the meters again. The information is documented.

43. If there is a variance, how does the operator compensate the City for under-collected revenue?

Answer: Please refer to the answer to Question 42.