CITY OF SAN ANTONIO

Economic Development Department

REQUEST FOR QUALIFICATIONS
("RFQ")

for

Hotel Operator for
San Antonio Convention Center Hotel

Issue Date:
August 20, 2004

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I. PURPOSE

The City of San Antonio ("City") is currently soliciting a developer for a premier, full-service 1,000-room hotel at the Henry B. Gonzalez Convention Center in San Antonio, Texas. It is anticipated that the hotel will be privately owned by the developer/investor. After the selection of a preferred developer, the City and preferred developer will select a qualified hotel operator. To facilitate this process the City is seeking qualifications and statements of interest from hotel operating companies.

II. BACKGROUND

The hotel development site encompasses more than 118,000 square feet and is adjacent to the Henry B. Gonzalez Convention Center. The site is ideally located at the north entrance of the Convention Center, along the San Antonio Riverwalk and wraps around the Lila Cockrell Theater.

On June 15, 2004, the City issued a Request for Proposal (RFP) to three interested development teams:

- FaulknerUSA (formerly Landmark)
- Hines Interests, L.P.
- Related Lodging

The Proposals for this RFP are due to the City on August 24, 2004. As part of this process, the City is initiating a Hotel Operator Selection process to facilitate selection of a Preferred Hotel Operator jointly by the Preferred Development Company and City. The City expects that this will be a brand-managed property and the Operator would be expected to commit to a reasonable level of investment in the project.

The City, as a means to facilitate financing for the Hotel, will be a financing partner with the selected Development Company. As discussed in detail in the RFP for Hotel Developer,* the City may provide a certain level of public credit enhancement for the project that will include access to tax-exempt Empowerment Zone Bonds and Taxable Bonds, as well as credit enhancement for such bonds. As such, the selected Hotel Operator would have to abide by the hiring provisions included in the use of Empowerment Zone Bonds (e.g.; 35% of hotel employees must reside in the San Antonio Empowerment Zone). While the approach to

* Available at: http://www.sanantonio.gov/edd/redev/downtown/CHQH_dynamic.asp

ownership and financing of the project described herein is the City preferred approach, the City reserves the right to pursue alternative approaches to ownership and financing if deemed necessary.

III. SCOPE OF SERVICES

The City seeks qualified Respondents capable and interested in providing all of the following services (explained in more detail in Chapter 7 of the HVS Market Study*):

Hotel Management and Operation

The Hotel Operator will be responsible and should have experience in:

- Managing a 1,000-room-plus, full-service, first-class hotel with a nationally recognized hotel brand comparable in quality to other headquarters hotel located in the premier tourism destination cities in the United States.
- Effectively promoting group sales and managing meeting and function space in convention hotels
- Managing hotel on-site parking facility
- Managing or leasing food and beverage restaurants and retail spaces in a manner that assures high quality services.
- Managing quality back-of-house operations
- Providing government or union-specified wage levels and other employee benefits for hotel employees
- Implementing special hiring provisions (e.g., for Empowerment Zone residents)

Hotel Marketing and Sales Operation

The Hotel Operator will be responsible and should have experience in managing a:

- Premier marketing and sales operation
- Global-reach marketing and reservation system
- Room block commitment agreement(s).
- Partnership with Convention and Visitors Bureau in joint marketing opportunities.

Partner with Preferred Hotel Developer for Property Development

The Hotel Operator should have experience in working with a Development Company to create:

- An upscale and comfortable lodging facility that should conform to the standards of high quality convention center headquarters hotels in other major US cities.
- A high quality property that conforms at a minimum to the brand-specific standards of the selected Hotel Operator.

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* Available at: http://www.sanantonio.gov/edd/redev/downtown/CHQH_dynamic.asp

- Guestrooms designed to efficiently use space and should appear spacious and comfortable.
- Guestroom furnishings should reflect a first-class level of quality.
- A property that utilizes an optimal design that balances the considerations of guest satisfaction, operational efficiency and cost benefit.
- Maintain hotel property in a competitive condition, undergoing regular renovations of furniture, fixtures and equipment funded primarily by a reserve for replacement.

IV. OWNERSHIP AND LICENSES

Respondent must acknowledge that its response to RFQ as well as any records or reports generated if awarded this contract are subject to the Texas Public Information Act. Thus, any records or reports produced by or on the behalf of Respondent pursuant to this Contract shall not be the subject of any copyright or proprietary claim by Respondent.

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

V. CERTIFICATIONS

Respondent shall warrant and certify that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

VI. TERM OF CONTRACT

The anticipated term of the proposed Hotel Operating Agreements, Parking Agreement and/or Bond Financing Agreements will be negotiated between the Development Company and the Hotel Operator and become contingent upon City Council approval of a Development Agreement with the Development Company. The City, the Development Company and the Hotel Operator would negotiate a Room Block Commitment Agreement that would assure that the convention center groups would have access to adequate room blocks in the proposed Hotel at acceptable prices. The City's approval of the Development Agreement would be contingent on the successful negotiation of a Room Block Commitment Agreement.

VII. RESPONSE SUBMISSION REQUIREMENTS

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

A. COVER LETER/SUMMARY: The letter shall include a general background of the firm and the principal(s) involved in managing the Hotel Operator contract.

B. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Completed Respondent Qualification General Questionnaire (Attachment A).

C. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form (Attachment B).

D. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form (Attachment C).

E. STATEMENT OF INVESTMENT EXPERIENCE: Provide a narrative of the Respondent's investment experience in similar type(s) of hotel projects. (Attachment D).

F. BROCHURES: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.

G. REFERENCES AND QUALIFICATIONS:

1. Professional background of Respondent's corporate executives and/or management team. Include job descriptions and personnel qualifications for hotel's executive staff. Identify the principal who will manage this contract and who will be the chief liaison to City Staff and Hotel Developer.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFQ. Include experience with hotel properties located adjacent to convention centers, particularly properties with 800 rooms or more. Emphasize any experience that is similar in either size or scope to what is required under this RFQ.
3. Specific experience with hotel projects that have involved significant public support, especially in large municipalities. The City is particularly interested in learning about projects in which the Respondent made some form of capital investment.
4. Respondent shall provide three (3) references, preferably from municipalities and private owners, for whom Respondent has provided hotel management services. Include current phone number for each reference.

H. SIGNATURE PAGE: Respondent must complete and include a Signature Page with the response. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the response. A Response signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority (Attachment G).

I. RESPONSE SUBMISSION CHECKLIST: Completed response checklist (Attachment H).

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

VIII. AMENDMENTS TO RFQ

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

IX. SUBMISSION OF RESPONSE

A. Respondent shall submit ten (10) copies of the Response, the original signed in ink, in a sealed package, clearly marked on the front of the package **"Hotel Operator."** All Responses must be received in the City Clerk's office no later than **4:00 p.m. central time, on September 21, 2004,** at the address below. Any Response Submission received after this time shall not be considered.

   Mailing Address:
   City Clerk's Office, Attn: Economic Development Department
   P.O. Box 839966,
   San Antonio, Texas 78283-3966

   Physical Address:
   City Clerk's Office, Attn: Economic Development Department
   2nd floor, City Hall
   Military Plaza
   San Antonio, Texas 78205

   Responses sent by facsimile or email will **not** be accepted.

B. Response Format: Each response shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Maximum number pages allowed shall be 40, including required attachments. Each page shall be numbered. Electronic files shall not be included as part of

the response; compact disks and/or computer disks submitted, as part of the response shall not be considered. Each response must include the sections and attachments in the sequence listed in the Response Submission Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the response.

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

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

D. All provisions in Respondent's submission, including any estimated or projected investments and/or costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a response is accepted, throughout the entire term of the contract.

E. All submissions shall become the property of the City upon receipt and subject to the Texas Public Information Act. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained. In the event the City receives a request for this information, the City shall be bound to respond to the request in accordance with the Act.

E. Any cost or expense incurred by the Respondent that is associated with the preparation of the response or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

Once the RFQ has been released, Respondents are prohibited from communicating with City staff regarding the RFQ or Responses, with the following exceptions:

A. **Questions concerning this RFQ shall be directed, in writing only, to the Economic Development Department, attn: Albert Garza, SA Inc. Coordinator, at P.O. Box 839966 San Antonio, TX 78283-3966. Verbal questions and explanations are not permitted**

other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at (210) 207-8151 or algarza@sanantonio.gov. No inquiries or questions will be answered if received after 4:00 P.M. on September 10, 2004, to allow ample time for distribution of answers and/or amendments to this RFQ. Respondents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing prior to the date and time the questions are due.

B. Respondent shall not contact City employees before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of the Response from consideration.

C. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Response submissions received for this RFQ. The City may appoint a selection committee to perform the evaluation. Each Response will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below.

A selection committee composed of City officials and representatives of the City's Preferred Hotel Development Company will conduct the selection of a Preferred Hotel Operator. The selection committee may select all, some or none of the Respondents for interviews. If the selection committee elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The selection committee may also request additional information from Respondents at any time prior to final approval of a selected Respondent. Please note that the Preferred Hotel Development Company will select the Preferred Hotel Operator. In turn, the City of San Antonio City Council will grant final approval of the Preferred Hotel Operator through its contractual agreements with the Preferred Hotel Development Company.

Evaluation criteria:

A. Responsiveness to the Request for Qualification (10%)

1. Requested information included and thoroughness of response.
2. Understanding and acceptance of the scope of services.
3. Acceptance of the RFQ terms.
4. Clarity and conciseness of the response.

B. Professional hotel management experience of Respondent's personnel (10%)

C. Experience in operating hotels of similar size and level of quality (20%)

D. Demonstrated financial strength and investment commitment with other hotel ventures (25%)

E. Marketing capabilities and sales force (25%)

F. Respondent's experience with workforce diversity outreach efforts to attract and train employees (10%)

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A. City reserves the right to grant final approval of the selection of a Preferred Hotel Operator through its contractual agreements with the Preferred Hotel Development Company.

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

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

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

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

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

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

H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Part B, Section 10 of the City's Ethics Code. (Discretionary Contracts Disclosure – Attachment B)

I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

XIII. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ:

RFQ Solicitation Period Opens	August 20, 2004
Final Questions Accepted	September 10, 2004
Response Submissions Due	**September 21, 2004**
Evaluations Conducted	October 2004
City Council selects Developer	November 4, 2004
Finalize negotiations with Developer and City	January 2005
Developer and City select Operator	January 2005

ATTACHMENT A

RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____

2. Address: _____
_____

3. Telephone/FAX: _____

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submission?
Yes____ No____

5. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____

6. Where is the Company's corporate headquarters located? _____

7. a. Does the Company have an office located in San Antonio, Texas?

   Yes____ No____

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?

   _____ (years) _____(months)

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

8. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?

   Yes____ No____

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?

   _____ (years) _____(months)

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

9. Has the Company 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. _____
   _____
   _____

10. Indicate person whom the City may contact concerning your response submission or setting dates for meetings.

    Name: _____
    Address: _____
    Telephone: _____
    FAX: _____
    Email: _____

11. Surety Information

    Have you or the Company 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._____
    _____

12. Bankruptcy Information

    Have you or the Company 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. _____
    _____
    _____

13. Provide any other names under which your business has operated within the last 10 years.
    _____
    _____

ATTACHMENT B

City of San Antonio
Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State"Not Applicable" for questions that do not apply.

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below fore the discretionary contract is the subject of council action, and no later than five (5) business days after any chang out which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity**[1] that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a ***subcontractor*** on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a ***partner***, or **a *parent*** or ***subsidiary*** business entity, of any individual or business entity who would be a party to the discretionary contract;

[1] A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Political Contributions
Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars ($100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	**Amount:**	**Date of Contribution:**

Disclosures in Proposals
Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question[2] as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	**Title:** **Company:**	**Date:**

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

ATTACHMENT C

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submission from consideration or termination of the contract, once awarded.

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

   Circle One YES NO

2. Have you or any member of your Firm or Team 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?

   Circle One YES NO

3. Have you or any member of your Firm or Team 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?

   Circle One 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 submission.

ATTACHMENT D

STATEMENT OF INVESTMENT EXPERIENCE

Provide a narrative of the Respondent's investment experience in similar type(s) of hotel projects.

ATTACHMENT E

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFQ, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the **Economic Development Department, Attn: Albert Garza**, which shall be clearly labeled **Hotel Operator / SA Convention Center Hotel** in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the **Economic Development Department, Attn: Albert Garza**, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof 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 the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, 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 the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

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

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officials, employees, volunteers and elected representatives as <u>additional insureds</u> 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 polices;

- 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;

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Risk Management
Hotel Consultant Services
P. O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Economic Development Department
Hotel Consultant Services
P.O. Box 839966
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. 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 under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

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

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, , any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. 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, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

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

any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

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

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

ATTACHMENT G

SIGNATURE PAGE

"✓" Check box that indicates business structure of Respondent

☐ Individual or Proprietorship
☐ Partnership or Joint Venture
☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Submission Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Response Submission as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

_____.
11-digit Comptroller's Taxpayer Number

_____
Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

By: _____
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

_____
Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in Attachments E & F.
2. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Submission and during Submission process.
3. 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 the response submission from consideration.
4. Respondent agrees to fully and truthfully submit a General Questionnaire and with understanding failure to fully disclose requested information may result in disqualification of the response from consideration or termination of contract, once awarded.

ATTACHMENT H
RESPONSE SUBMISSION CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its response submission.

Document	Check or Initial to Indicate Document is Attached to Response.
Cover Letter/Summary	
Respondent Qualification General Questionnaire (Attachment A in RFQ)	
*Discretionary Contracts Disclosure (Attachment B in RFQ)	
Litigation Disclosure (Attachment C in RFQ)	
Statement of Investment Experience (Attachment D in RFQ)	
References and Qualifications (Response Submission Requirements Section of RFQ)	
Proposal Checklist (Attachment H in RFQ)	
*Signature Page (Attachment G in RFQ)	
10 Copies of Response Submission	

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