



CITY OF SAN ANTONIO

Aviation Department
Purchasing and General Services Department

P.O. Box 839966
SAN ANTONIO, TEXAS 78205

ADDENDUM II

SUBJECT: Request for Proposals (RFP) for Parking Consultant, dated April 4, 2011

DATE: April 18, 2011

A. THE ABOVE MENTIONED RFP IS HEREBY AMENDED AS FOLLOWS:

1. **Delete:** RFP Section IV – Intellectual Property.
2. RFP Exhibit 2 – Contract Draft, Section X - Indemnification, **Change to Read:**

X. INDEMNIFICATION

10.1 Consultant 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 (to include exemplary, consequential and punitive 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 Consultant's negligent act, error, or omission of Consultant, any agent, officer, director, representative, employee, consultant or subconsultant of Consultant, 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 CONSULTANT 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.

10.2 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. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at Consultant's 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.

10.3 Defense Counsel - City shall have the right to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Consultant 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 Consultant fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant 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.

10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Consultant, 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 Consultant or any subcontractor under worker's compensation or other employee benefit acts.

10.5 Acceptance of the final report by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their reports or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the report or other documents and Work prepared by said Consultant.

B. QUESTIONS RECEIVED BY CITY STAFF ARE ANSWERED AS FOLLOWS:

Question 1. Can the City please supply the prior audit findings so that respondents can assess the amount of work needed to review these?

Response: Audit findings cover more than just the PRCS. Based on the audit findings, the selected Respondent will need to consider that the new PRCS should:

1. Allow capability to retrieve accurate historical data.
2. Provide controls of operational and fiscal data access limited to designated authorized personnel/departments. Operational personnel should have access to appropriate reports and fiscal personnel should be able to access fiscal revenue reports.

3. Ensure access and control of the system and system record keeping files are independent of parking and fiscal operations.
4. Provide ticket inventory accountability and exception/ticket analysis reports.
5. Allow audit of the entire parking and revenue transaction identifying entrance/exit, total parking period, parking fee, and method of payment/receipt or validated/waived/voided transaction.
6. Allow interface with City fiscal record system (SAP) to provide verification of deposit of revenues into the Airport's depository account.

Question 2. Will the City re-use the existing PRCS booths?

Response: Yes. Existing booths (not defined as equipment) shall remain and continue to be utilized; however, any existing equipment will be replaced.