



CITY OF SAN ANTONIO

P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

February 20, 2012

**RE: REQUEST FOR PROPOSAL (RFP) FOR SOFTBALL LEASE AND MANAGEMENT AGREEMENT
DATED JANUARY 23, 2012**

ADDENDUM II:

The above mentioned Request for Proposal is hereby amended as follows:

AMENDMENT No. 1:

City shall have the right during the term of the Agreement to delete one or more Complexes from the scope of services of the Softball Lease and Management Agreement. In this event or events, City will provide one year prior written notice to Respondent. City and Respondent will negotiate an amendment to the Agreement based on business points acceptable to both parties, which will be subject to City Council approval.

On February 13, 2012, the City hosted a Pre-Proposal Conference at the Hamilton Community Center located in Lady Bird Johnson Park at 10700 Nacogdoches, San Antonio, Texas at 2:30 p.m. Central Time, to provide information and clarification regarding the Request for Proposal for Softball Lease and Management Agreement services. The questions and responses from the conference are provided below:

Question 1: How will the 3% subcontracting goal be calculated?

Response: Respondents are required to subcontract at least 3% of the contract value (actual revenue received by Respondent over the term of the contract) to Small Business Enterprises (SBE), which is defined on page 41 of the RFP, unless a waiver is requested and approved. SBEs must be certified through the South Central Texas Regional Certification Agency and headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area (SMSA). If the Respondent is an SBE that will not be counted toward the 3% subcontracting goal. Failure to demonstrate the 3% subcontracting goal on the Utilization Plan, to be submitted with the RFP response, will result in the submittal being deemed non-responsive and not considered for award of the contract.

Question 2: The stated term of the contract is 7 years with one 3-year renewal option. If a Respondent is interested in making substantial capital improvements to the Complexes during the term of the contract would a longer term be considered by City?

Response: As stated in the RFP, the term of the contract is 7 years with one 3-year

renewal option. Any modification or extension of that term would necessitate an amendment to the contract which would be subject to City Council approval. Please note that any improvements to the Complexes are subject to the review and approval of City through its Parks and Recreation Department.

Question 3: Are the existing improvements at the Complexes (scoreboards, roofs, restrooms, etc.) in good working condition now?

Response: Existing improvements are currently in working condition. Routine repair and maintenance tasks will be completed by City until the commencement of the agreement with the Selected Respondent. City has no funding or plans for any capital repair or capital improvement projects for the Complexes and Selected respondent will accept the Complexes in their as-is condition upon the commencement of the contract.

Question 4: When did the last significant modifications or replacements of structural elements such as roofs occur?

Response: New scoreboards were installed at all three Complexes in October 2011.

Our records do not indicate full renovations of the restrooms at the Complexes but as a part of our on-going maintenance efforts, fixtures and partitions are replaced as necessary.

The roof on the scorebooth buildings at Koger Stokes Complex was replaced in 2010. The roof on the older restroom structure has been replaced since the facility was built in the late 1960s, but the specific year of the replacement project is unknown. The roof on the Kennedy structure, which was built in the 1980s, is original. The Alva Jo Fischer Complex was built in the 1970s. The roof has been replaced, but the specific year of the replacement project is unknown.

Twenty new light poles were installed at the Kennedy Complex in 2011.

Question 5: The RFP states that there is a cap on annual increases in fees (League and Reservation). If a Respondent proposes a fee for the first year of the contract that is less than the current City fee, would the cap on the increase for year 2 be calculated based on the current City fee or based on the Respondent's actual fee for year 1.

Response: The year 2 fee could not exceed the cap calculated based on the Respondent's actual fee for year 1.

Question 6: Please explain/clarify the restriction regarding Complex signage being visible outside of the Complexes.

Response: Signage on field fencing must be placed facing inward. Signage on the Complexes (other than those on the field fencing) must not be legible from the entrance or street. All Complex signage is subject to the approval of City.

Question 7: Will any of the City's maintenance equipment be given to the Selected Respondent?

Response: No, the City will retain any owned equipment for use at other City facilities.

Selected respondent may purchase their own maintenance equipment or may instead elect to subcontract for some or all maintenance responsibilities. In this event, the subcontractor may provide the necessary equipment.

Question 8: Does Edgewood Independent School District (EISD) pay a fee for its use the Kennedy Complex?

Response: No. Under the provisions of an agreement between the City and EISD, EISD has the exclusive use of the Complex for 4 hours each school day at no cost. As stated in the RFP, EISD also uses the Complex at other times and City has not charged EISD a fee for this additional use.

Question 9: The RFP states that the Respondent must be a member in good standing of the Amateur Softball Association of America (ASA), abide by ASA regulations and provide ASA registered umpires for league games/tournaments. If the Selected Respondent uses ADA regulations and umpires for the leagues now being offered by the City but used other industry regulations and umpires for league activities over and above what is currently being offered by City, would that be acceptable?

Response: Yes.

Question 10: Will the Selected Respondent have the right to name the Complexes or Fields?

Response: No naming rights will be given to the Selected Respondent. The City has a specified naming process for streets, parks and facilities.

Question 11: What is the end date of the City's current agreement for concession services at the Complexes?

Response: October 23, 2012. As stated in the RFP, City retains the right to continue to provide these concession services.

Question 12: Which party will have the responsibility for the maintenance of the Complexes?

Response: The Selected Respondent will be responsible for the routine maintenance, along with capital repair/maintenance and capital improvements necessary to keep the Complexes in a condition as good as or better than the condition at the commencement of the contract.