



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM II

SUBJECT: Request for Proposals, **Food & Beverage Concession at Stinson Municipal Airport, (RFP-012-042-MA)**, dated April 15, 2012.

DATE: May 11, 2012

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS (RFP)

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

1. RFP Exhibit 6, Insurance Requirements, is deleted and replaced with the document found in Attachment 1 to this Addendum II.

B. QUESTIONS RECEIVED BY CITY STAFF AT THE PRE-SUBMITTAL CONFERENCE HELD ON MAY 4, 2012 OR IN ACCORDANCE WITH RFP SECTION VIII ARE ANSWERED AS FOLLOWS:

Question 1: Can the Airport provide sales information for the last three years?

Response:

<u>YEAR</u>	<u>SALES</u>
2009 *	\$12,850.77
2010	\$43,761.56
2011	\$37,348.17

* 2009 only includes sales for September 2009 through December 2009

Question 2: Is there a minimum cost per square foot for build out?

Response: There is no minimum cost per square foot. Build out is not required. However, Respondents may propose to address Acoustical Treatment (see RFP Attachment A, Part Three, Proposed Plan, Item #4).

Question 3: Is the 31% ACDBE goal satisfied if operator is certified ACDBE?

Response: Yes.

Question 4: Can catering be done for locations outside of the Airport?

Response: Yes, subject to compensation provisions of resulting contract.

Question 5: What is the expected growth of Stinson Airport over the next 5 years?

Response: Estimated 3% growth per year. (NOTE: No assurance can be given as to the levels of aviation activity that will be achieved at the Airport in the future. The City does not guarantee the estimated growth projection).

Question 6: Is it an option to be open on Sunday?

Response: Yes.

Question 7: Do you have a name that needs to be used for café?

Response: No. Respondents should include proposed new name in Response RFP Attachment A, Part Three, Proposed Plan, Item #1-c

Question 8: Does the name of the café need to be in line with an aviation theme?

Response: Up to Respondent to propose.

Question 9: Are there any restrictions to outside signage?

Response: Yes. All signage will need to be approved.

Question 10: Are gas and electric on a separate meter?

Response: Yes.

Question 11: Who is responsible for water bill?

Response: The City will provide water for the café.

Question 12: Can the café offer spirits?

Response: Yes, with the required permits and insurance requirements. (NOTE: See Attachment I to this Addendum II for revised Insurance Requirements).

Question 13: Can events be catered in the café?

Response: Yes.

Question 14: Does the City anticipate having any regional airlines fly into Stinson?

Response: No. The runways are not constructed to support regional aircrafts.

Question 15: Are there any delivery restrictions?

Response: No.

Question 16: Do any cargo airlines fly into Stinson?

Response: No.

Question 17: How many airshows does Stinson sponsor?

Response: It varies per year; Golden Knights, Collins Foundation, have been some in previous years.

Question 18: Can the City provide a manifest of aircrafts that fly in and out of Stinson?

Response: Stinson Airport does not keep record.

Question 19: Does the café have WiFi?

Response: Yes, the Airport has free WiFi.

**Attachment 1 to Addendum II
to the RFP for Food & Beverage Concession at
Stinson Municipal Airport
(RFP-012-042-MA)**

INSURANCE REQUIREMENTS

RFP EXHIBIT 6

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "*Stinson Food & Beverage Concession*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof 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 this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Respondent's financial integrity is of interest to the City; 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 this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

f. Damage to property rented by you	f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property
6. Liquor Liability	Not less than \$2,000,000 per occurrence

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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 the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, 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 policies;
- 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;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .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 hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

I) 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 this Agreement.

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.