



## **Ground Transportation RFP 2023**

### **Addendum 1**

**Section 7.2 of the Sample Agreement will be deleted in its entirety and replaced with the following:**

Section 7.2 Insurance. CONCESSIONAIRE further agrees to secure at its own expense, and to keep in force at all times during the Term hereof, Comprehensive General Public Liability Insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) bodily injury and property damage combined single limit each occurrence. The required insurance coverage also shall include Personal Injury, Blanket Contractual Coverage for this Agreement, and Independent Contractors Coverage.

CONCESSIONAIRE shall also maintain in force, during the term of this Agreement, Automobile Liability Insurance, Comprehensive Form, which shall insure all CONCESSIONAIRE's vehicles used by CONCESSIONAIRE at Airport pursuant to this Agreement, in the minimum amount of Two Million Dollars (\$2,000,000.00), Bodily Injury and Property Damage Combined Single Limit per occurrence. CONCESSIONAIRE shall also maintain in force during the term of this Agreement, environmental impairment liability coverage to cover loss, leakage, or spillage of fuel or gasoline products in such amounts as may now or hereafter be required by any and all applicable federal, state, or local laws, rules and regulations. CONCESSIONAIRE shall also maintain in force during the term of this Agreement Workers Compensation and Employers Liability Insurance in

accordance with the provisions of Colorado law. The limit of such insurance coverage shall be for statutory Worker's Compensation benefits, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for employer's liability insurance. CONCESSIONAIRE agrees that County and CORPORATION shall be named as an additional insured under such policy or policies of insurance and said policy or policies shall include the severability of interest provision.

A certificate or certificates evidencing such insurance coverage is attached hereto as Exhibit D, and said certificate(s) shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to CORPORATION. At least ten (10) days prior to the expiration of said insurance policy or policies, a certificate showing that such insurance coverage has been renewed or extended shall be filed with CORPORATION. If such coverage is canceled or reduced, CONCESSIONAIRE shall within seven (7) days of notice of cancellation or reduction, but in any event more than fifteen (15) days before the effective date of said cancellation or reduction, file with CORPORATION a certificate showing that the required insurance has been reinstated in full, or provided through another insurance company or companies.

In the event that CONCESSIONAIRE shall at any time fail to provide CORPORATION with the insurance required under this section, CORPORATION may immediately terminate this Agreement.

The insurance carried by the CONCESSIONAIRE, as required by this Agreement, shall be primary over any insurance carried by the CORPORATION or County for the CORPORATION or County's own protection. A copy of the insurance representative's license, or other legal proof of his/her authorization to sign the Certificate of Insurance for and on behalf of the insurance company/companies shown thereon, must be attached to the Certificate of Insurance. Facsimile stamped signature on the Certificate will not be accepted. The Certificate must be signed by the insurance company's authorized representative. The CORPORATION will conditionally accept self-insurance under this section, subject to review and approval of appropriate County and State requirements. All preceding coverages and limits will apply. The parties understand and agree that

should the amount of insurance required herein become inadequate during the term of this Agreement, CONCESSIONAIRE agrees that it will increase the amount of insurance to meet new minimum limits reasonably established by CORPORATION.

Section N. Insurance of the Ground Transportation RFP will be deleted in its entirety and replaced with the following:

Comprehensive General Liability – Two Million (\$2,000,000.00); and Automobile in the amount of Two Million (\$2,000,000.00). Worker's Compensation insurance shall meet Statutory Requirements. See the attached Sample Agreement for insurance details. ECAT may reasonably require other insurance.

**Section E. Terminal Facilities of the Ground Transportation RFP will be deleted in its entirety and replaced with the following:**

E. TERMINAL FACILITIES (See Exhibit B for designation of counter locations, office layout, if applicable, parking spaces, cuing areas, and square footage). Each successful proposer will have counter space in or near the baggage claim area of the Terminal building. The counter spaces have adjoining office space. There is no additional office space available in the Terminal building as of the date of this RFP. The total square footage for each counter location includes a space four feet deep along the length of each counter for customer queuing. Successful proposers must brand their entire counter area so it is clear what entity is operating each counter and to avoid the appearance of empty counter space. Although ECAT may consider a number of factors in awarding the Concession Agreements, the location of counter space and will be awarded to successful proposers in rank order, with the successful proposer offering the highest total Minimum Monthly Guarantee for the Term (as defined in Section F below) of the Concession Agreement having first choice of counter location and allocation of parking spots per Exhibit B, the successful proposer offering the second highest total Minimum Monthly Guarantee for the Term of the Concession Agreement having second choice, and the successful proposer offering the third highest total Minimum Monthly Guarantee for the Term having the third choice. Counter space will be subject to a rental charge as

set forth in Section G below and in the Concession Agreement. Each successful proposer will have parking spaces designated in the lot immediately west/adjacent to the Terminal building as detailed in Exhibit B. The number of parking spaces and parking areas are assigned based on the counter position awarded. Counter Position 1 is allocated the parking spaces in Parking Area 1. Counter Position 2 is allocated the parking spaces in Parking Area 2. Counter Position 3 is allocated the parking spaces in Parking Area 3. The number of spaces and locations may be relocated by ECAT in its sole discretion at any time throughout the term of the Concession Agreement.

**Attachment A of the Ground Transportation RFP will be deleted in its entirety and replaced with the following:**

**Attachment A**

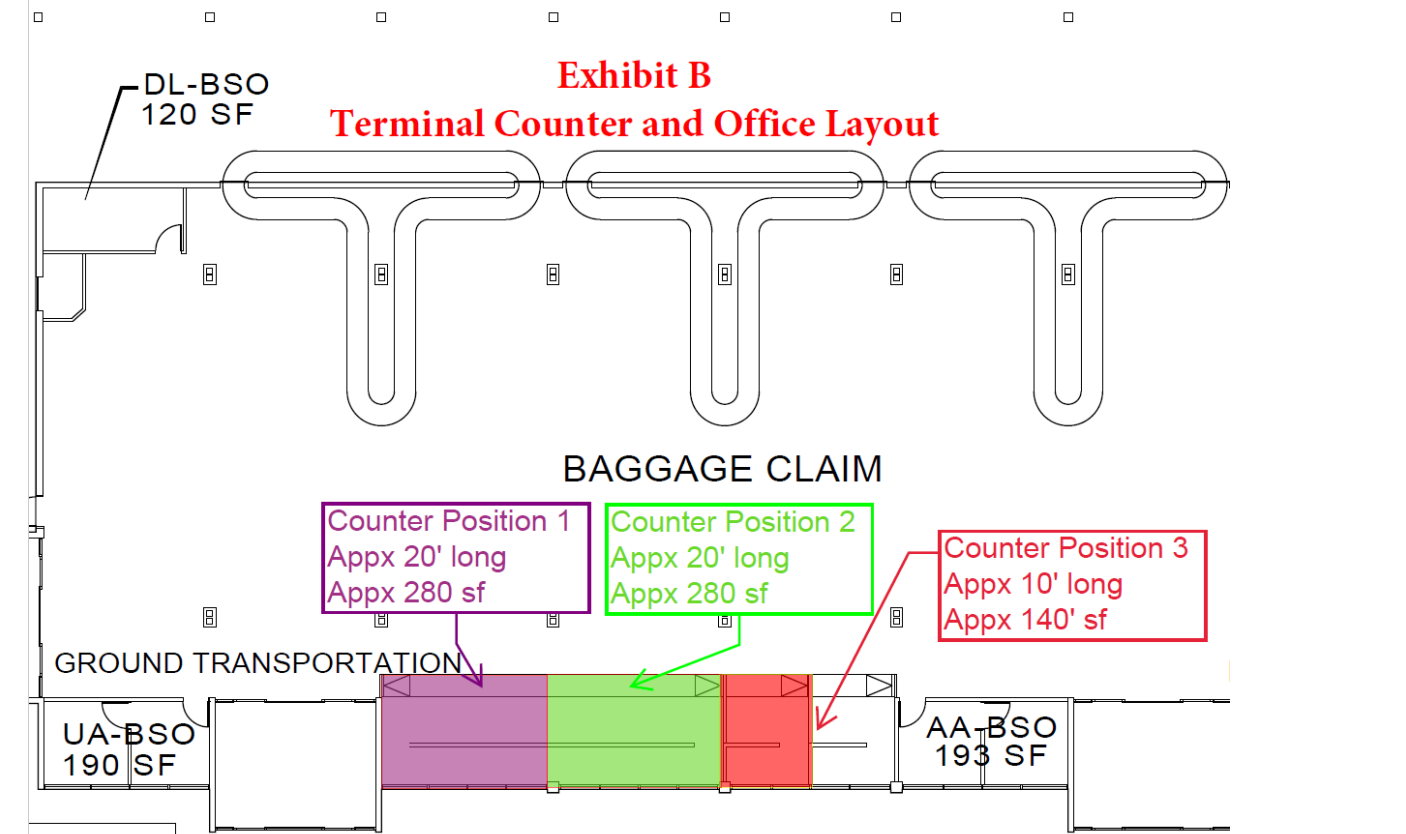
**PREFERENCES FOR GROUND TRANSPORTATION COUNTER LOCATIONS**

Indicate preference for counter and back office location by ranking each location with 1 as the first choice, 2 as the second choice, and 3 as the third choice.

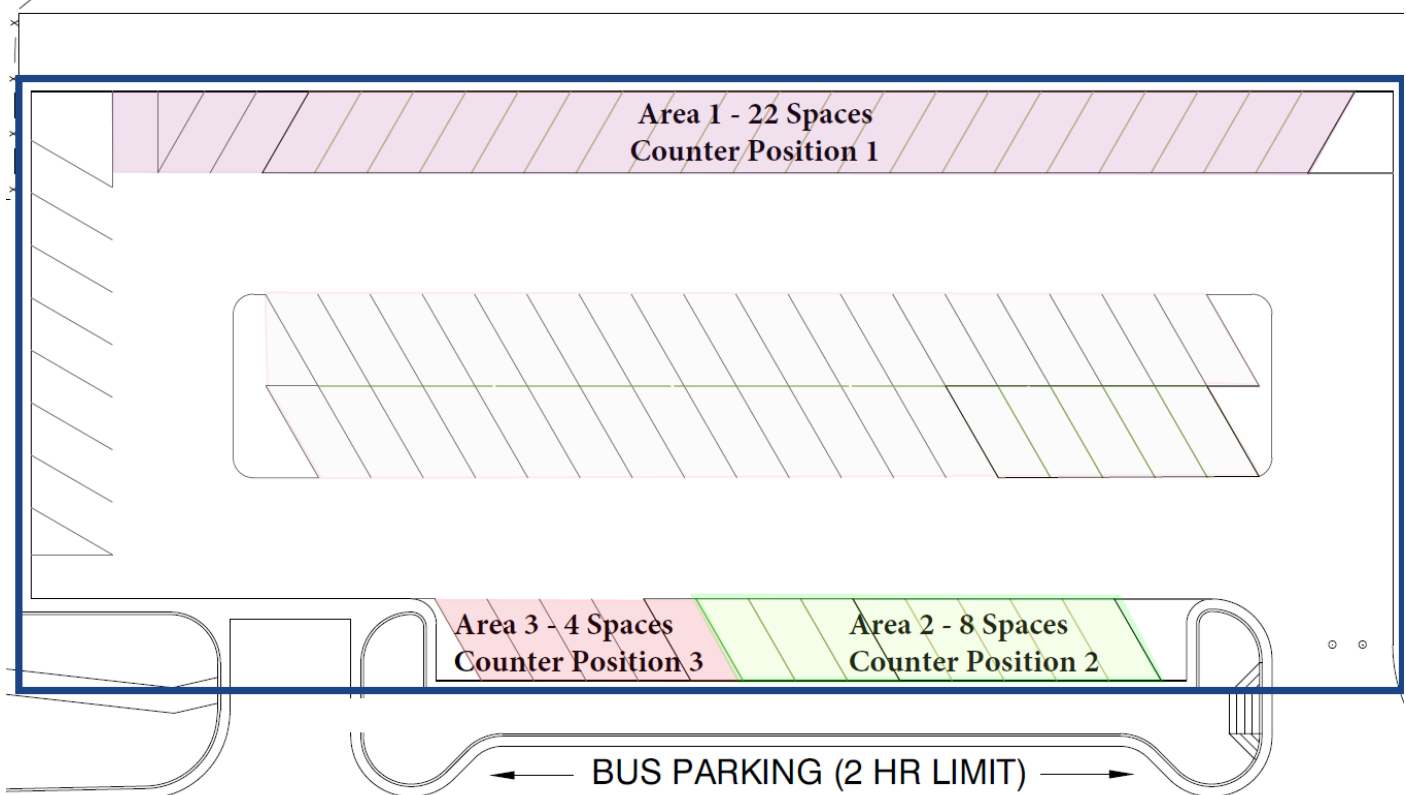
Counter Location Length Preference:

Position	Counter Length	Total SF	Preference Ranking
Position 1 + parking area 1	20 ft.	280	
Position 2 + parking area 2	20 ft.	280	
Position 3 + parking area 3	10 ft.	140	

Exhibit B to the Ground Transportation RFP will be deleted in its entirety and replaced with the following:



**Exhibit B  
Ready / Return Spaces**



**PICKUP LOT RESERVED SPACES**