

Rental Car Concessionaires RFP Questions & Responses

Several of the questions asked were repetitive several of the questions were consolidated. Some questions received pertained to the agreement. The agreement within the RFP is a sample and may be edited as necessary.

1. Pg. 1 – Confirm end date is April 30, 2028 (shown as 2025). **With the new schedule starting June 1, 2023, the new end date will be May 31, 2028.**
2. Pg. 1 - Please reduce the number of copies to one original and one flash drive containing a full copy of the proposal document. **You may submit one (1) original hard copy and one (1) flash drive as your proposal.**
3. No. 7, Pg. 2 – Clarification needed on one proposal per vendor/multiple brands per proposal. In the event an operator would like to dual brand, request the airport not require separate submissions for each brand. There is a contradiction this language in the first paragraph of the RFP requiring a separate proposal from each brand or trade name, and with General Provisions, item 7 which states only one proposal per vendor is allowed. **One proposal will be accepted per counter with a maximum of four (4) proposals. If a proposer would like to operate more than one brand or trade within one counter, then one proposal will suffice. However, the required information for each brand or trade will need to be included in the one proposal. An agency can operate different brands out of separate counters. In this case a separate proposal will need to be submitted for each brand or trade. Note, that if a proposer intends on operating out of several counters each counter must be fully staffed and operated to the expectation provided in the sample agreement.**
4. No. 4, Pg. 8 – Confirm there will be a virtual option for the mandatory pre-proposal conference, so in-person attendance is not required in order for a vendor to participate? **The pre-proposal conference has been held, virtual attendance was accepted. The brands that attended were Enterprise, Alamo, National, Avis, Budget, Hertz, Thrifty, and Payless.**
5. No. 7, Page 9 – Please clarify “No outstanding judgements or bankruptcies in the past 5 years.”. The Hertz Corporation emerged from bankruptcy protection in 2021. Since it is not currently outstanding, confirm Hertz is able to propose under this language. **It is confirmed that Hertz will be able to submit a proposal under this language.**

6. No. 10, Pg. 11 – second line, “as defined hereinbelow, and ten....”. Confirm this is a typo and it should correctly be stated that the fees and charges are the greater of the MMG “OR” 10% of Gross Revenue. **It is confirmed that it is a typo and this wording has been changed in Addendum #2.**

7. No. 10, Pg. 11 – Last sentence – Clarify the MMG is based on the preceding year’s gross revenue, not the previous month. **The MMG is based on the preceding year’s gross revenue, not the previous month.**

8. No. 10, Pg. 12 – Air Service Development Partnership Fund – Please allow 60 days after execution of the concession agreement to make payment to this fund. Confirm all concessionaires at the airport are subject to this requirement. **We will allow 60 days after execution of the concession agreement to make payment to this fund. It has been confirmed that all concessionaires at the airport are subject to this requirement.**

9. No. 15, Pg. 14 – Are the metrics in No. 11 also part of the selection process? Clarify weights and rankings of the selection process. **Yes, MMG will be 85%, Hours of Operation and Inventory will be 10%, and other required supporting documentation (questionnaire, sample invoice, etc.) will be 5%.**

10. Attachment 4 – confirm that this is the entirety of both the proposal form and questionnaire. **Yes, this is the entirety of both the proposal form and questionnaires.**

11. Attachment 4, Pg. 19, A. – Confirm MMG cannot be less than \$4,166.67 per year? **It has been confirmed that MMG cannot be less than \$4,166.67 per year.**

12. Attachment 4, Pg. 19, A. – The language suggests the proposer is proposing a MMG for the entire 5-year term. Language in the proposal document suggests that the MMG adjusts annually. Please clarify. **The initial MAG is determined by the proposal, each year after, it will be determined annually as the 80% of 10% that is paid to the Commission.**

13. Attachment 4, Pg. 21, Inventory – what is meant by this, and why does the airport feel this is relevant to an on-airport rental car concession? **Inventory refers to how many cars are on the lot. It will determine how best the concessionaires can service the airport customers.**

14. Attachment 4, Pg. 21, DBE Plan – there doesn't appear to be any DBE language in the proposed agreement. Confirm that a narrative demonstrating a good faith effort is acceptable. **The DBE language has been added to addendum #2.**

15. Attachment 4, Pg. 21, Quote/Receipts To Customers – this section does not make sense. Please clarify or delete. **This section means that the concessionaires will need to provide us a sample invoice given to the customer so that the airport can see all relevant fees charged.**

16. No. 29, Pg. 6 – The schedule in the RFP has not been adjusted, however Ms. Clark indicated in an email dated 2/21 that the RFP schedule would be amended to allow for a second Q&A period and extended deadline. Confirm that the email is an official part of Addendum #2 and that the schedule in the email prevails over the schedule in the RFP. **The schedule in the email prevails over the schedule in the RFP.**

17. No. 10, Pg. 11 - A Minimum Monthly Guarantee is extremely problematic. Please revise to requiring a Minimum Annual Guarantee which is consistent with the agreement currently in effect. **The addendum will reflect Minimum Annual Guarantee for reconciliation purposes.**

18. Attachment 4, Pg. 25, C – There was not a clear “Addendum 1” issued by the airport. Please resend to all pre-proposal attendees with a clearly marked addendum designation on the document. **Addendum 1 was the same content as the original, the comments were just removed.**

19. Article 5 – confirm there will be no rent for the Ready/Return Parking Space, nor will there be a Service Area Fee. **It has been confirmed that there will be no charge for the ready/return parking space and the service area fee.**

20. Article 5, A, Concession Fee - Please revise the payment due date and report due date for the Concession Fee to the twentieth day of each month. **No changes will be made because we need to have the reports in order to provide the financial information at the Commission Meeting each month.**

21. Article 16, G, Notices - Please allow notice to be made via nationally recognized express mail service. **This is not a final agreement; any questions can be discussed once bids are received.**

22. Can we be grandfathered into keeping the same counter spaces? **If every party agrees and makes a written statement that they will keep the same counters then, yes.**

23. Can business references be waived? **Yes**

24. Can a budget be made for CFC's instead of taking 10%? **The Commission will continue to get the 10% but we will provide a list of expenses that the money will go towards.**

25. Do we have a CFC amount? **This will be provided in a separate email.**

26. Can we be provided a list of things as to why there is a \$180,000 charge to the rental car companies CFC for their section of the terminal remodel. **We will provide the report in a follow up email.**

27. Wendy was going to submit a written question about the transparency to customers, being capped at 11.11%. **CFCs and MAG need to be reported on the customer's invoice as the correct amount per agreement. They need to reflect actual collections from the airport, which is 10% and \$4.00 per rental day.**

28. Can we get a copy of the CFC ordinates? From where the CFC was implemented. As well as any amendments, changes, or addendums. **We will provide this information in a follow-up email. This information is located in rental car agencies executed agreement/amendments.**

29. Does the Airport have any formal written agreements with any off-airport operators? If so, what are the terms of those agreements – e.g., what is the arrangement for the pick-up and drop-off of customers; what are the fees that operators pay to the airport, etc.? **No, we do not.**
30. What is the Commission's arrangement for Peer-to-Peer rental companies that are operating at the Airport? Are they required to be under agreement? What are the fees required and what access to the customer do P2P companies have? i.e., percent fee, rental for parking, access to curb? **Yes, rideshare companies are under a contract.**
31. In recent years, there have been several companies that have been interested in providing car sharing services on-airport, whether they are actual car sharing companies or a branded service that rental car companies offer. These car sharing companies/services have membership fees. If Commission intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the Commission is collecting a portion of these membership fees along with the off-airport revenue percentage fee. **The Commission only has agreements with ride share companies and rental car concessionaires.**
32. Please confirm that if the Commission accepts fewer than 5 Proposals, that no additional Concessionaire will be added during the term of the agreement, other than those companies that are successful in this RFP process. Any rental car company interested in operating at the Airport should not be able to NOT respond now, wait until it sees which companies submit proposals and what MAGs are proposed, and then with that information then enter into a contract after this RFP at the minimum requirement. This undermines the fair and competitive proposal process. **Four counter positions are available. The Commission will award up to four (4) counter positions from the proposals submitted. If a counter is left open, ten (10) spots will be withheld from the ready return lot. If another company approaches the airport, a proposal will need to be submitted for review and approval and this agency will be held to the same standards as required in the agreement.**
33. Please include a copy of the pre-proposal sign-in sheet. **This will be provided in the follow up e-mail.**
34. As was stated at the mandatory pre-proposal meeting, please confirm that the Commission will only accept proposals from those proposers who attended that mandatory meeting. **It has been confirmed that the Commission will only accept proposals from those proposers who attended the mandatory pre-proposal meeting.**

35. We request that you please email prospective proposers who attended the mandatory pre-proposal conference the addenda/Q&A rather than us checking a website. **The email with Addendum #2 was sent on 2/21/2023.**
36. Please allow for a public opening of the proposals on the submittal due date and time to include the reading of the company entity name, the brand or brands proposed, and the minimum guarantees proposed. **THE Commission will not be able to accommodate this.**
37. Under a multiple-branded proposal (for example), where we are required to submit a proposal per brand, but there will be just one concession agreement that includes all of those brands, please confirm the Minimum Guarantee proposed under the required proposals will be added together to form one aggregate minimum guarantee due under that one concession agreement during the term? **No, each brand is required to have separate MAG to determine number of spots in the ready return lot.**
38. Section 8, page 10/Conditions Hours of Labor – What if, for example, it is Christmas Day and we only have 1 reservation books in the system? Would we need to stay open? **Yes, you will need to stay open.**
39. Section 12, page 14/Basis of Award reads as follows: Concession Agreements will be awarded to up to five (5) highest qualified Proposers who submit proposals most favorable to the Commission...” With the requirement for mandatory attendance at the pre-proposal meeting, which was attended only by the three incumbent companies, and in light of the restriction to only one bid per company/vendor, please confirm Commission will only award 3 concessions under this RFP. **The Commission will award up to four (4) counters from those companies who attended the pre-proposal meeting.**
40. Section 16, page 4 – Subsections c and d – please confirm that these are not applicable to this RFP. Please also confirm that “warranty, product literature, samples” in subsection g are also not applicable to this RFP. **They are applicable.**
41. Section 29, page 6 – Respectfully, the timeline is compressed and does not work as stated. First, we require a minimum of three weeks from the issuance of final addenda before we can submit a proposal, as it takes time to evaluate the addenda/Q&A, convene the proposal committee, arrive at financials, prepare a complete proposal, and then ship. Second, we respectfully request a second round of clarification questions is established in this process. Often times, the response by commission to questions is unclear or doesn’t answer the question in mind or elicits additional questions. For these reasons, we request a second round of questions is allowed. We

propose Round 2 Questions are allowed and due on March 8 with final Addendum from Commission (final response to all questions) due on March 15 and Proposal due date as April 5. **A new proposed calendar has been distributed.**

42. If the Commission will return to a Minimum Annual Guarantee as requested above, we respectfully also request the return to the annual true up of that guarantee as is in the current agreement in Article 5.I as follows below. Note, if using the rolling, year to date true up as suggested above, any end of year true up will be minimal. "I. MAG Fee Reconciled: In the event an annual report indicates Concessionaire's underpayment of the Concession Fee during said annual report Contract Year, the amount of such underpayment shall be remitted from Concessionaire to the Commission not later than thirty (30) days from the date the annual report was submitted to the Commission. In the event an annual report indicates overpayment of Concession Fees to the Commission, Concessionaire shall subtract the amount of such overpayment from its next monthly MAG payment; except that, if, after the last Contract Year of this Agreement, Concessionaire is no longer a Concessionaire at Airport, such settlement shall be made as a cash disbursement from the Commission to Concessionaire, provided Concessionaire is not then in default under the terms of this Agreement. This provision shall survive the termination of this Agreement." **This is approved.**
43. We respectfully request the return of the Abatement language that exists in the current agreement in Article 5.J but which was removed from this new draft. Especially after the pandemic, it is clear that Abatement is critical to the rental companies and we need that protection in our new agreement, more than we ever have before in the event deplanements, which are beyond our control, drop significantly. It is unfair and unreasonable to hold us to a minimum guarantee when/if deplanements drop to such levels. Please return that language as follows: "J. MAG Fee Abatement: If for any reason the number of passengers deplaning from scheduled airline flights decrease more that 85% over a three-month consecutive period as compared to the same period pf the preceding year, the MAG fee as described herein will be abated and Concessionaire shall remit the Percentage fee described herein. Such process will continue until deplanements raise above the level described here." **We will add the new language in regards to this request; however we will not necessarily use this language provided. This information will be provided in an addendum.**
44. Section 10, page 11-12 CFC – We respectfully object to the use of CFCs for anything other than rental car related components. As CFCs are collected exclusively from rental car customers, the use of CFC funds should be expressly limited to costs and expenses associated with the design, planning, construction, renovation, repair, and operation and maintenance costs of existing and future rental car facilities and improvements only – and specifically for no other, non-rental car facility related purpose. The Commission’s proposed uses are unacceptable as it is predatory and discriminatory to place the cost of operating the airport on a single population of passengers – in this case, those who choose to rent cars. **The CFC will be used for expenses that**

are incurred from the car agencies' operations, construction and maintenance projects related to the rental car concessionaires.

45. Section 10, page 11-12 CFC Please provide the original CFC Resolution or Ordinance or other documentation of the CFC, which implemented the CFC and outlines the use of such, as well as any supplements or addendums or other mode of change to the CFC made since the initial implementation. **We will send out a separate email regarding this.**

46. 26. Section 10, page 11-12 CFC Please provide a historical and current breakdown of all CFC projects, as well as the annual accounting of the CFC fund from inception of the CFC. **We will send out a separate email regarding this.**

47. Section 10, page 11-12 CFC: An Airport paying itself from the CFC account 'after the fact' as Commission proposes to do here is extremely unorthodox. Please provide a detailed report outlining the calculation of this \$179,911 which the Commission proposes to pay itself from the CFC account and an explanation of why it is 'due' to the Commission. **We will send out a separate email regarding this.**

48. Section 10, second paragraph, page 12/CFC: As discussed in the pre-proposal meeting, the CFC rate should be set based on the total amount forecasted as necessary to cover the annual requirement of the CFC (i.e., debt service, forecasted O&M budget, etc.) without a limited subset amount for O&M as Commission proposes here with "Concessionaire Share". If the CFC is insufficient to cover the total annual requirement, the CFC should be increased. This carve out approach is messy and complicated and does not contemplate the treatment of any costs/expenses in excess of that carved out amount each year. The commission should instead establish an annual requirement of the CFC and set the CFC rate accordingly to cover that requirement, and further should raise the CFC if there is a forecasted or actual shortfall in collections necessary to meet the requirements. We propose the following: During the term, the CFC will be used to pay the annual requirement of the QTA to include all Operating and Maintenance expenses of the QTA and ___ insert Commission's language for the Airport's out of pocket construction costs, debt service, etc. Airport shall meet with the Concessionaires on or about the end of year one of operations in the new facility - and annually thereafter to discuss and review the prior year CFC performance (prior year CFC collections against spend requirement, and any remaining surplus) as well as expected requirements of the CFC for the upcoming year to include forecasted QTA Operations and Maintenance budget, debt service obligations, and any other new CFC projects. Airport shall raise or lower the CFC rate to meet the forecasted requirements each year. **The Commission is discussing this and will provide an update in an addendum.**

49. Section 10, page 12 – Respectfully, we object to the \$2500 air service fee and request this be deleted altogether. We already pay the Commission guarantee and percentage of gross revenue. We should not be held to an Air Service Fee in order to do business at the Airport. **This fee will not be waived.**
50. Section 11, page 13 Percentage Weight – We request that proposals be evaluated 100% based on the minimum guarantees proposed only, and all other evaluation criteria are simply used to determine a proposer is a Qualified Proposer. **This is not approved.**
51. Section 11, page 13 – During the pre-proposal meeting, all companies in attendance requested grandfathering of the counters, the Ready Return Areas (the area only, not the number of spaces) and the Service bays. We respectfully request the methodology for selection of those premises by bid rank order is removed and all premises are Grandfathered to the incumbents as requested during that meeting. **This is not approved.**
52. Section 11, page 13 – As it relates to the number of ready return parking spaces (the number, NOT the location), we request that Commission change the methodology for the number of allocated ready/return spaces to be based on the combined aggregate minimum guarantee amount proposed by each successful proposer only - and specifically that it is calculated as the percentage an individual successful Proposer’s aggregate Minimum Guarantee represents of the total aggregate Minimum Guarantees from all successful proposers. **This is not approved.**
53. Section 12, page 14: How will a multiple branded proposer be ranked? Specifically, will the Minimum Guarantee from all the brands in a multiple branded proposal be combined to get a combined Minimum Guarantee total and then that combined Minimum Guarantee is applied in the section of the evaluation/ranking? Please provide a detailed example of this scenario in a ranking example so we understand how the ranking will be made with a multiple branded bid. **Since only parking space will be reallocated, each brand who submits a MAG will get a number of spaces and 1st, 2nd, 3rd, and fourth pick of location based on the MAG amounts highest to lowest.**
54. Section 13, page 14 – Please change the 2 “mailed” references to “emailed”. Sending USPS could mean we wouldn’t get an addendum for 5 days but the clock continues to tick during that time. **This is not approved.**
55. Attachment 4, Quote/Receipt to Customers: “Could this be a post award item required of all successful proposers as opposed to part of the bid submittal?” **This is not approved.**

