

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
ADDENDUM #4
RENTAL CAR RFP July 2022
September 21, 2022

Written inquiries and responses are as follows:

1. **QUESTION:** Will the Authority please confirm that there be a public opening on the proposal due date, whereby the names, brands and MAGs of Proposers will be read aloud?

ANSWER: As this is not an Invitation to Bid (ITB) there will be no public opening.

2. **OFFEROR PROPOSAL:** We respectfully request the Authority allow multiple branding (i.e., up to 3 brands) under one concession.

ANSWER: We will allow up to 3 brands per counter space/concession agreement. A concessionaire may bid for a maximum of 2 counter spaces/concession agreements which will require 2 proposals.

3. **QUESTION:** Will the Authority please allow a Proposer to submit a multi-branded proposal for up to 3 brands (trade names) operated by Offeror/Company?

ANSWER: See #2

4. **QUESTION:** Does the Airport have any formal written agreements with any off-airport operators?

ANSWER: No.

5. **QUESTION:** If so, what are the terms of that agreement (i.e., what is the arrangement for pick-up and drop-off of customers; what is the off-airport concession fee paid to the airport)?

ANSWER: N/A.

6. **QUESTION:** We request the Authority address in its off-airport agreement the landscape of today's car rental environment and the various providers of car rental services to Airport customers, so that the Authority can capture the revenues from all parties with the privilege of serving the airport customer – not just the traditional rental car companies. We propose the definition of Rental Car Company be added, as follows: **Any business that, directly or indirectly, provides, procures and/or brokers rental vehicles as part of its business and/or conducts, facilitates, and/or manages vehicle rental activities as part of its business, which includes traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car-sharing businesses.**

ANSWER: We will include this language in any future off-airport agreements, and we will modify the definition section of our Rules and Regulations in the next update.

7. **QUESTION:** Will the Authority please have the award of the concessions to qualified Offerors be based on the total minimum annual guarantee (MAG amount) only?

ANSWER: Not allowable per Request for Proposal procedures.

8. **QUESTION:** Will the Authority please confirm that any “negotiations with initially-selected Offerors” would not include any financial terms or components of an Offeror’s offer (i.e., no negotiation of the MAGs proposed or rents/fees to be paid)?

ANSWER: This is confirmed.

9. **QUESTION:** Will the Authority please revise Appendix A to reflect the revised contract dates, or add language to the RFP and agreement that states the Year 1 MAG shall be prorated accordingly?

ANSWER: This addendum will amend Appendix A as follows:

First Year	(12/1/22 – 11/30/23)
Second Year	(12/1/23 – 11/30/24)
Third Year	(12/1/24 – 11/30/25)
Fourth Year	(12/1/25 – 11/30/26)
Fifth Year	(12/1/26 – 11/30/27)

10. **QUESTION:** Will the Authority please confirm that it is acceptable for LLCs to complete the information in the Corporation section?

ANSWER: This is confirmed. LLCs may complete their information in the Corporation section or in the Other only section.

11. **QUESTION:** Because we are required to submit balance sheets and statements of income, that should suffice for financial information, will the Authority please eliminate this Section A. requiring a bank letter?

ANSWER: Yes, it can be eliminated if balance sheets and income statements are provided.

12. **QUESTION:** Will the Authority please confirm that for the Virginia State “Corporation ID #” this means a proposer’s FEIN or state charter ID?

ANSWER: No, the Corporate ID # is a registration number issued by the Virginia State Corporation Commission.

13. **QUESTION:** Will the Authority please clarify that it is acceptable to submit a narrative in response to this request: “Each Offeror must specify the form and amount of ACDBE participation to which it is prepared to commit.”?

ANSWER: A narrative is acceptable.

14. **QUESTION:** Will the Authority please confirm that an LLC may fill in the “Other only” section rather than complete under “Corporation”?

ANSWER: see #10

15. **QUESTION:** Will the Authority please waive the Proposal Bond requirement for incumbents (for those currently operating a concession at the Airport) as it previously did during the 2017 RFP process?

ANSWER: The proposal bond is waived for incumbents.

16. **QUESTION:** Will the Authority please accept Proposer's Surety bid and performance bond forms? *Please see the attached forms (pdf documents) for your consideration.*

ANSWER: For consistency, we require the use of the Authority forms contained in the RFP.

17. **QUESTION:** Will the Authority please consider grandfathering counter, queue and office space?

ANSWER: No.

QUESTION: Does the Authority have any plans to renovate the RAC counter areas during the Term?

ANSWER: Yes

18. **QUESTION:** Will the Authority please confirm that location of ready/return spaces shall be chosen in order of preference by highest to lowest total 5-year MAG proposal amount, and number of spaces allocated for the first year shall be by each Concessionaire's percentage share of its total 5-year MAG proposal amount?

ANSWER: This is confirmed

19. **QUESTION:** Will the Authority please consider grandfathering the service bays, wash bays, and ASTs?

ANSWER: No.

20. **QUESTION:** Will the Authority please confirm that location of ready/return spaces in the Rental Car Service Facility shall be chosen in order of preference by highest to lowest total 5-year MAG amount, and number of spaces allocated for the first year shall be by Concessionaire's percentage share of its total 5-year MAG proposal amount?

ANSWER: This is confirmed.

21. **QUESTION:** Will the Authority please confirm this minimum allocation is per *concession*, not per brand?

ANSWER: This is confirmed. It is per concession agreement.

22. **QUESTION:** Will the Authority please update the contract commencement and expiration dates for any changes to the dates on Appendix A (see question above).

ANSWER: The contract document will reflect the dates as noted in Appendix A as amended

in #9.

23. **QUESTION:** Will the Authority please limit the annual rent adjustments to a maximum of a 3% increase each year?

ANSWER: No.

24. **QUESTION:** Will the Authority please confirm when the Annual Report is due – *after 60 days or 90 days?*

ANSWER: Annual Reports are due in 60 days.

25. **QUESTION:** Will the Authority please confirm Appendix J is only applicable to Concessionaire to the extent such provisions apply to all operators/users of the Airport; and specifically, that Section 6 “Aeronautical” does not apply to Concessionaire?

ANSWER: This is confirmed.

26. **QUESTION:** Please allow electronic submission to a dedicated email *in lieu* of hard copies to support sustainability goals. In the alternative, please limit the requirement to one original and one flash drive.

ANSWER: Offerors must adhere to submission requirements as stated in the RFP.

27. **QUESTION:** Please allow us to propose first year MAG only, with years 2-5 being adjusted to 85% of the prior year’s revenues paid, without a floor of prior year MAG.

ANSWER: No.

28. **QUESTION:** Please omit Financial Information, subsection A of Appendix B requiring a credit reference.

ANSWER: No.

29. **QUESTION:** With regard to subsection B of same, please allow proposer to include the URL link to its online financial reports, as our annual reports are voluminous, more than 400 pages. Especially taking into consideration the potential electronic submission MB limits as noted in Section 2.4 of the RFP.

ANSWER: A URL link is acceptable.

30. **QUESTION:** Please confirm that Hertz is considered to have more than 5 years of experience at CHO for purposes of Appendix B, Experience.

ANSWER: This is confirmed

31. **QUESTION:** Appendix C has three lines for brand names. Is the intent to allow three brands to operate, rather than two?

ANSWER: See #2

32. **QUESTION:** Omitted To be answered in a later addendum

33. **QUESTION:** Please make rent and CFC payments due by the 20th day of the month, rather than the 15th.

ANSWER: No. Rent and CFC payments are due by the 15th day of the month. We need this time frame to meet financial commitments for our Board.

34. **QUESTION:** Please allow a 2-hour grace period in the definition of “Contract Day” for CFC collection.

ANSWER: No.

35. **QUESTION:** Section 2.C: Please make any warning regarding improper use of the parking lot *in writing*, for record keeping purposes and to ensure the issue is escalated.

ANSWER: Violations of improper use of the parking lot will be emailed to the local station manager.

36. **QUESTION:** Section 2.E: Please add a caveat in the event the Authority requests a move outside of the terms of the Agreement, Authority shall reimburse Concessionaire for those moving costs, as stated in 9F.

ANSWER: This is addressed in Section 9F.

37. **QUESTION:** Section 4.H: Please consider excluding from Gross Revenue the administration fee associated with the collection and payment of red-light tickets, parking tickets, and other governmental fines and fees, tolls, towing and impounded vehicles.

ANSWER: No.

38. **QUESTION:** Section 4.L.3: Any employee interviews per this section should be upon advance written notice.

ANSWER: This is agreed.

39. **QUESTION:** Section 5: Please modify so reports are to be received by the 20th of the month to coincide with payments.

ANSWER: No. Payments and reports are due by the 15th of the month. See #33.

40. **QUESTION:** Section 9.J: Any changes or disruptions that are material *or last over 30 days* should result in a modification.

ANSWER: A modification may be considered if rental car activity is impacted by a reduction of 25% or more for the same period in the previous year.

41. **QUESTION:** Section 14: Please modify that Concessionaires will strive to have their fleet no more than two (2) years old but may have vehicles three (3) years old as a result of the current economic environment.

ANSWER: This is agreed this is

42. **QUESTION:** Section 17.B.4: last sentence – we are not able to provide a statement on the COI regarding 30-day cancellation notice, we are only able to “endeavor” to provide said cancellation notice.

ANSWER: This is adequate.

43. **QUESTION:** Section 21.A: Please provide for assignment to a related entity (i.e., to a parent company or related company under the same parent company) without Airport consent.

ANSWER: Airport consent is required for an assignment but will not be unduly withheld.

44. **QUESTION:** Please add a provision that any discretion or decision granted to Authority/DLO under the Agreement, including without limitation space allocation, conflicts between Concessionaires, etc. will be subject to a reasonable standard.

ANSWER: This is agreed, and the contract document will be modified.

45. **QUESTION:** As discussed, we would respectfully request that we be allowed to negotiate a new agreement vs. a bid

ANSWER: We are continuing with the RFP process and deem it in the best interest of the Airport.

46. **QUESTION:** I would request that you give us the courtesy of letting us know when the addendum is posted?

ANSWER: While the Authority will make every attempt to notify offerors of addendums, per the RFP offerors are responsible for regularly monitoring the Authority’s website for such postings.

47. **QUESTION:** In lieu of continuing with the Rental Car RFP# 2023-01, will the Authority consider i) extending the current rental car company concession agreement, or ii) negotiating the rental car company concession agreement, with the rental car company participants that attended the Pre-Proposal meeting on 8/25/22?

ANSWER: See answer to question #45.

48. **QUESTION:** If the Authority will not allow Proposer’s to submit multi-branded (up to 3 brands) proposals, will the Authority allow Proposer’s to submit more than one Proposal, so long as Proposer does not duplicate a brand on its Proposal form?

ANSWER: See answer to question #2.

49. **QUESTION:** Will the Authority please confirm that no additional brand can be added to any offeror’s concession agreement during the term of the agreement and that operator may only operate the brand or brands that it specified in its proposal?

ANSWER: This is confirmed

50. **QUESTION:** If a Proposer does NOT intend to dual brand, would a Proposer list only the brand it intends to operate?

ANSWER: Yes.

51. **QUESTION:** There are 3 blanks on this form. Does that mean a Proposer is permitted to submit a proposal naming 3 brands?

ANSWER: See answer to question #2.

52. Subsection 5 – Please also exclude the “property” policy since this is concessionaire’s **personal** property.

ANSWER: Our Insurance agent says it is fine to exclude that.

53. Subsection 6 – The following should be deleted: “*for the agent to bind coverage as required and*”

ANSWER: Our Insurance agent say it is fine to delete that language.

54. Subsection 11 – Because the indemnity is between Enterprise and the airport and not the insurer, the following should be deleted: “*and cover Concessionaire’s indemnity obligations hereunder*”.

ANSWER: Our Insurance agent says that wording cannot be deleted.