

MBS INTERNATIONAL AIRPORT COMMISSION

REQUEST FOR PROPOSALS

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION**

AT

MBS INTERNATIONAL AIRPORT

ADDENDUM 4

MBS Rental Car RFP Questions and Responses
Addendum 4
Issued September 11, 2017

The following represent the written responses to the clarification questions submitted:

1. Question #7. You have clarified that there is one MAG for multiple brands. You then indicate that the MAG remains the same “even if the *proposed brands* for that counter change during the term”. However, we are required to list the brands we intend to operate during the term. It is our position that a company should be allowed to operate only the brands they listed on the Proposal Form. Please clarify that a company can remove brands during the term (and the MAG remains the same) but that a company cannot **add new brands** during the term. **Response: Successful Proposers will be limited to offering ONLY those brands that are included in the RFP Proposal and awarded as such. No additional brands will be allowed to be added to any successful Proposers approved brands submitted in the Proposal and approved by the Commission during the Term of the agreement. In the event a successful Proposer desires to remove one of the approved brands during the Term of the Agreement, the Proposer will be required to fulfill the full obligations of the proposed MAG.**
2. Question #105.C. Can you please clarify whether the ACDBE good faith efforts need to be submitted with the bid proposals or should they be submitted after the contract has been awarded? **Response: They should be submitted after the contract has been awarded and executed.**
3. Attachment B – Proposal form. You have clarified in Question #7 that a Proposer may submit one proposal with one MAG for multiple brands. Will you send a revised Attachment B – Proposal Form? Or should we just cross out the minimum annual guarantee under each brand and just put in a total on line 3? **Response: Revised ATTACHMENT B attached.**

Concession Agreement and Lease

4. Question #42. This indicates that the CFC resolution does not allow CFCs for operation and maintenance expenses. However, the Ordinance under section 4 states that “eligible projects” includes “related maintenance and operating costs recommended and approved by the Commission” and your Answer to Question #111 states that “CFCs can be used for capital and operating/maintenance costs...”. Therefore, I request again that language be added to Article 2, Para 3 of the agreement. **Response: Language will be added in final Agreement.**

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REQUEST FOR PROPOSALS**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT THE MBS INTERNATIONAL AIRPORT**

ATTACHMENT B - PROPOSAL FORM- REVISED

FROM: (Proposer)

(Address)_____

(Date)_____

TO: MBS INTERNATIONAL AIRPORT COMMISSION

**RE: Request for Proposals
Management and Operation of a Non-Exclusive Rental Car Concession
At the MBS International Airport**

1. Proposer hereby offers to enter into a Concession Agreement and Lease with the MBS International Airport Commission (hereinafter referred to as “Commission”) for the management and operation of a non-exclusive rental car concession at the MBS International Airport under the terms and conditions as set forth in the Request for Proposals (Parts I through IV), including all Attachments and Addenda. Pursuant to the Commission’s Request for Proposals (hereinafter referred to as “RFP”) for the right and privilege of being awarded a Concession Agreement and Lease (Agreement) for the management and operation of a non-exclusive rental car concession at the MBS International Airport, the undersigned hereby submits this Proposal based on and subject to the terms and conditions of the RFP documents.

2. The Proposer will operate the following rental car brand(s) under the Agreement:

**Proposer will be “co-branding” (up to a maximum of three) Yes () No ().
Proposer will still need to submit a Proposal and MAG for each brand.**

3. Proposer, _____, on an Agreement Year basis, for the right and privilege of operating a non-exclusive rental car concession at the MBS International Airport, shall remit to the Commission either the following Minimum

Annual Guarantee(s), subject to adjustment as provided for in the Agreement, or an eleven percent (10%) Percentage Fee of the Gross Receipts as specified in the Agreement in Part V, whichever is greater. In addition, Proposer agrees to make payment of the Minimum Annual Guarantee or Percentage Fee in the form and at the time and place as required in the Agreement.

First Year Minimum Annual Guarantee

Brand: _____

1. _____
(Amount expressed in words)

Brand: _____

2. _____
(Amount expressed in words)

Brand: _____

3. _____

PROPOSED MAG: _____

(Amount expressed in words)

4. The MAG shall be subject to annual adjustment following the first year of this Agreement. For the second year of the Term and each subsequent year, the Minimum Annual Guarantee shall be the greater of the first year's MAG as submitted by Concessionaire, or the amount which represents eighty-five percent (85%) of Concessionaire's calculated Concession Fee for the immediately preceding Lease Year. In no event shall the MAG be less than the first year's MAG during the Term of this Agreement.

5. In addition to the Minimum Annual Guarantee and Percentage Fee, as set forth above, Proposer shall lease a space in the Terminal Building for Counter/Office Space at the Airport as follows:

2018- Seventy percent (70%) of \$55.08 per square foot per year, net \$38.56

2019- Eighty five percent (85%) of \$56.18 per square foot per year, \$47.75

2020- \$57.30 per square foot per year

For the remaining two (2) years of this Agreement, the annual rental rate per square foot will be the rate as established by the Commission annually. The rate shall be the lesser of the approved rate per square foot for the Signatory Airlines or the previous year's rate with a maximum of a five percent (5%) increase. In the event Proposer operates two (2) rental car brands as identified in Section 1.3 from one counter position, the rental rate for a single position shall be at a rate of one hundred twenty five percent (125%) of the applicable base

rental rate. In the event Proposer operates three (3) rental car brands as identified in Article 1 (3) from one position, the rental rate for a single position shall be at a rate of one hundred fifty percent (150%) of the applicable base rental rate. In no event shall Concessionaire operate more than three brands out of a single rental car position. Rental for Terminal Premises shall be payable in equal monthly installments. Rental charges, storage area charges, and any other charges due the Commission shall be due and payable in advance, on or before the first day of each month, without the requirement for a demand thereof.

6. In addition to the Minimum Annual Guarantee and Percentage Fee, as set forth above, Proposer offers to lease Ready/Return Parking Spaces and Storage Parking Spaces at the Airport as follows:

All Proposers operating under a concession agreement agree to pay ground rental for the Parking Area Premises at a monthly rate of seven dollars (\$7.00) per stall for the Term of this Agreement. Such rental for the Parking Area Premises shall be paid on the first day of each month, without the requirement of a demand thereof.

7. Accompanying this Proposal is a Proposal Security, in the form and amount required by paragraph E of the Instructions to Proposers of this RFP document, made payable to the Commission in the amount of ten thousand dollars (\$10,000.00). This Proposal Security shall be retained by the Commission as liquidated damages in the event the undersigned is one of the successful Proposers and fails to execute and return the Concession Agreement and Lease and the Agreement Security and evidence of insurance as required within fifteen (15) calendar days after written Notice of Award.
8. The Proposer hereby represents and certifies to the Commission that: this Proposal is made without connection with any other Proposer and it is made in good faith without collusion or fraud; the Proposer has fully examined and understood the Notice to Proposers and the Agreement; if this Proposal is accepted, the Proposer shall forthwith execute Commission's Agreement in the form attached as Part V of the RFP documents; the Proposer has completed the Proposal schedule which is incorporated herein.

The Proposer acknowledges receipt of the following Addenda (if any);

Number of Addenda	Date of Receipt
# _____	_____, 2017
# _____	_____, 2017
# _____	_____, 2017
# _____	_____, 2017

Proposer hereby submits with its Proposal: a completed Proposer Eligibility Form, Proposal Form, Proposer's Affidavit of Non-Collusion, DBE Program and Goal Form, Conflict of Interest

Disclosure Form, Drug-Free Workplace Certification, and Indemnification and Hold Harmless Form to the extent as required in this RFP.

The Proposer is bound by this Proposal for a period of ninety (90) days following the due date of the Proposals. The Commission reserves the right to reject any and all bids, to waive informalities, technicalities, and irregularities, and to re-advertise.

PROPOSER (If individual, partnership
or limited liability company):

NAME

BY: _____

TITLE: _____

WITNESS TO ABOVE SIGNATURES:

CORPORATE SEAL:

PROPOSER (If corporation) :

NAME

BY: _____

ATTESTS: _____

ATTESTS: _____

