

ADDENDUM NO. 1
REQUESTS FOR PROPOSALS
RENTAL CAR SERVICE
CONCESSION AGREEMENT
NORFOLK INTERNATIONAL AIRPORT

PROPOSALS DUE 2:00 P.M. (LOCAL TIME), FRIDAY, MAY 25, 2018

Subject Request for Proposals (RFP) document, is hereby amended as follows:

The following are responses to written requests for interpretation of the RFP received from various interested parties in accordance with the RFP that all questions must be submitted in writing to the Authority's Deputy Executive Director by 5:00 p.m. on April 11, 2018. These responses are hereby incorporated into the RFP documents of the Rental Car Service Concession Agreement.

1. Kindly verify that the Avis brand and the Budget brand will be considered incumbent on airport concessionaires.

Norfolk Airport Authority Response:

A current on-airport concessionaires are considered incumbent. This includes Avis, Budget, Enterprise, National, Alamo, Hertz, Dollar and Thrifty.

2. Kindly verify that the Avis brand and the Budget brand are in good standing at ORF.

Norfolk Airport Authority Response:

All brands listed in #1 above are currently in good standing at Norfolk Airport Authority as of the date of this posted amendment.

3. Section 3.4 g—please waive for current on airport concessionaries. (We are a public company and our tax return is voluminous.)

Norfolk Airport Authority Response:

With respect to Section 3.4 of the RFP document:

The Authority will waive subsections g, h, j, k, l, m, s and t for the incumbents listed in Question #1, provided that no adverse changes have occurred in the incumbent's financial or legal status that would affect an incumbent's ability to meet the operational and financial requirements of the is concession.

Subsections n,o,p and q will apply to the Offeror's management staff and employees who work at Norfolk International Airport.

For incumbents listed in Question #1, Subsection r will pertain to the period of the existing contract, which is August 1, 2012 – present.

Section 3.4.u will be answered in Section 11.

4. Section 3.4 I,j,k,l,m,n,o,p,q,r,s,t- please waive for current on airport concessionaires.

Norfolk Airport Authority Response:

See Question #3.

5. Section 3.5 a-f- please waive for current on airport concessionaires.

Norfolk Airport Authority Response:

The Authority will waive subsections a,b,c,d,f for incumbents listed in Question #1 provided the incumbent expects to continue to operate in a manner that is consistent with current operations.

For subsection e, please include a statement certifying that that your agency has a safety and security plan to assure that individuals using the Concession and their property at the Airport are safe and secure at all times.

Subsection g remains required.

6. Section 7.1 f- the concession fee is set by the authority- that section should be removed or modified

Norfolk Airport Authority Response:

The Authority will consider the Minimum Annual Guarantee in the evaluation of proposals.

7. Please lower the minimum bid to 150K.

Norfolk Airport Authority Response:

The Proposal Form, Page P-2, Section D.2 is rewritten as stated below:

The Minimum Annual Guarantee hereinafter specified for the first Contract Year. Insert a specific and definite numerical dollar amount offered for each Contract Year; do not insert a percentage or any number which is incapable of determination and cannot be fixed without reference to other information. A Minimum Annual Guarantee of less than Two Hundred and Twenty-five Thousand Dollars (\$225,000.00) for any Contract Year will not be considered.

1st Contract Year, ending in 2019: \$ _____

The Minimum Annual Guarantee for each succeeding contract year shall be the greater of: (i) Ninety percent (90%) of the actual Concession Payment to the Authority in the preceding contract year; or, (ii) the Minimum Annual Guarantee for the first contract year.

8. Please allow us to only bid the first year vs all 5 years and reset the MAG each year at 75% of the prior year's revenue.

Norfolk Airport Authority Response:

See response in Question #7.

9. Please list the off airport car rental operators/ services (i.e.- Uber, Lyft, Turo, etc) and the revenue numbers for the past 3 years.

Norfolk Airport Authority Response:

The only car rental operator/service the Authority has car rental agreement with is Payless Car Rental. FY2016 - \$116,741 (2 months); FY2017 - \$1,043,354 FY2018 - \$814,359 (7 months).

10. What fees do the off airport operators pay?

Norfolk Airport Authority Response:

Current fee is \$100 annual application fee plus 8% Gross Revenues over \$50,000.

11. Kindly supply the revenue numbers for the past 3 years for all on airport RAC's.

Norfolk Airport Authority Response:

See Attached

12. Please grandfather the counters for current on airport concessionaires.

Norfolk Airport Authority Response:

In the interest of competition, the Authority will reassign counters as described in Section 2.2 on page C-8.

13. With regard to Section 11 – Airport Concession Disadvantaged Business Enterprise Program (ACDBE):

11.5 – “The Offeror will be required to submit the following information: (a) the names and addresses of ACDBE firms and suppliers that will participate in the Concession Agreement, (b) A description of the work that each ACDBE will perform; (c) The dollar amount of the participation of each participating ACDBE firm; (d) Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal; (e) Written and signed confirmation from the ACDBE that it is participating in the Concession as provided in the Selected Offeror’s commitment; and (f) If the contract goal is not met, evidence of good faith efforts”.

- a. What format is acceptable to this airport for us to set forth our commitment for each ACDBE vendor with an approximate amount of spend?

Norfolk Airport Authority Response:

Please use the attached ACDBE Letter of Intent.

- b. With regard to this section must the offer and the ACDBE each sign the document committing to the approximate dollar amount for each respective ACDBE vendor?

Norfolk Airport Authority Response:

Yes

- c. With regard to (c) we request that this be changed to “The *approximate* dollar amount of the participation of each participating firm.

Norfolk Airport Authority Response:

The Authority accepts this change.

14. With regard to Section 13.14 - Title VI List of Pertinent Nondiscrimination Acts and Authorities :

13.17 Replacement of an ACDBE –“Concessionaire must obtain prior written approval of the substitute ACDBE and provide copies of new or amended subcontracts, or documentation of good faith efforts. The Authority shall approve such substitution only if the Authority finds that the Concessionaire has good cause to terminate the ACDBE firm”.

- a. As a request to the Airport, delete the entire section in the bid entitled, “Replacement of Substitution of an ACDBE”. This will change our company’s business structure and need to utilize / change vendors for cause, without delay, and we need to manage our own business. We will make every reasonable effort to replace an ACDBE with another ACDBE. The referred regulation does not intend for us to have an outside party manage our corporate business affairs and make key, timely decisions on vendor utilization. As

stated, we will make every reasonable effort, time permitting, to replace an ACDBE with another ACDBE.

Norfolk Airport Authority Response:

The Authority rejects this change. Per the FAA, this is a requirement of 49 CFR 26.53.

15. We respectfully request that consideration be given to reducing the MAG obligation back to a more reasonable number of \$150,000.

Norfolk Airport Authority Response:

Refer to Question #7.

16. Sec. 1.1. (p. R-1). The Airport is making eight (8) separate single-branded concessions available with this RFP process. While we are supportive of the Airport's conclusion that eight brands (in eight counters) are the appropriate number of on-airport brands in this market, we respectfully request that the Airport consider allocating space by brand family to maximize operational efficiencies and customer service levels.

Norfolk Airport Authority Response:

The Authority intends to allocate space as indicated in the RFP documents.

17. Please allocate space for the eight (8) separate single-branded bids by brand family (resulting in a single contiguous footprint allocated to each brand family) --- using combined MAG amounts for each brand family to determine order of selection and amount of concession space.

Norfolk Airport Authority Response:

See Question #16 response.

18. Please provide a call in option for the pre-proposal conference on April 9, as some members of our corporate team will not be able to attend in-person.

Norfolk Airport Authority Response:

A call-in number was provided to incumbent family managers on April 6, 2018.

19. Please provide the linear footage (length) of each counter.

Norfolk Airport Authority Response:

Below are the measurements of counters occupied by incumbent operators:

AVIS – 258", HERTZ-172", NATIONAL – 208", DOLLAR – 208", THRIFTY – 208", ALAMO – 258", BUDGET – 258", ENTERPRISE – 258"

20. Does the Airport have any formal written agreements with any off-airport operators? If so, what are the terms of that agreement – i.e. what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to the airport?

Norfolk Airport Authority Response:

See Question 10 for Fees. See attached for a sample off-airport rental car agreement (current). The Authority reserves the right to modify these terms.

21. 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 Authority intends to allow car sharing anywhere on airport property

(whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the Authority is collecting a portion of these membership fees along with the off-airport revenue percentage fee.

Norfolk Airport Authority Response:

The Authority does not currently have any such agreements in place.

22. Please provide details regarding the status of the move of the return lot, including updated exhibits.

Norfolk Airport Authority Response:

It is anticipated the Authority will take possession of the new return lot approximately early July. This information is covered in the pre-proposal agenda.

23. Please note the cover page to the RFP lists the dates as 8/1/18 through 6/30/23 – please confirm this is an error and the term is 7/31/23.

Norfolk Airport Authority Response:

The error is confirmed. The correct termination date is July 31, 2023.

24. Sec. 1.1 (p. R-1). Please confirm that no additional brand can be added to any bidder'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.

Norfolk Airport Authority Response:

Refer to Section 1.1 (page R-1) and Section 12.1 (page c-27).

25. Please confirm that if you accept fewer than 8 bids, 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 RAC interested in operating at the Airport should not be able to NOT respond now, wait until it sees which companies bid and what MAGs are bid, and then enter into a contract at the minimum. This undermines the bidding process. We request Section 7.4 of the Concession Agreement be struck (see below).

Norfolk Airport Authority Response:

Section 7.4 will remain in the Concession Agreement. The Authority reserves the right to add concessions as stated in this section.

26. Sec.1.2 (p. R-1). Please confirm that all the terms and conditions specified in the RFP and any/all issued addenda will be incorporated and made a part of the Concession Agreement. Please add language to the RFP and to the Concession Agreement which states: "**The Request for Proposals, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement.**"

Norfolk Airport Authority Response:

This language is covered in Section 1.2 (Page R-1); Page P-2, Section A of the Proposal Form as well as Section 3.3 (Page R-5).

27. Sec. 1.7 (p. R-3). Please allow ample time between the time Airport issues final Addenda and the time bids are due. It should be no less than 3 weeks.

Norfolk Airport Authority Response:

The Schedule indicates the final addenda will be issued on or about April 25, 2018. The

proposals are due May 25, 2018.

28. Sec. 2.1 (p. R-3). We respectfully request a Public Opening of Proposals on the Proposal Due Date/time which will include the announcement of the bidding entity name/brand and Minimum Guarantee offered, as was provided in the last bid.

Norfolk Airport Authority Response:

The Authority intends to open proposals in a public setting (Conference Room D, Norfolk International Airport, May 25, 2018 at 2:00 p.m.).

29. Sec. 2.1 (p. R-3). In the interest of being good stewards of the environment and in line with sustainability principles, we request only one (1) original of Offeror's Proposal be required. If Authority does require copies, then we request only one (1) copy.

Norfolk Airport Authority Response:

The Authority will accept the original and two copies, along with a digital copy.

30. Sec. 2.5 (p. R-4). While we understand the Authority will not return our Proposals, with regard to our confidential financial information – may we mark our financial information “Confidential and Proprietary” and have this returned to us after the award? We are a privately held company and our financial information is not disclosed to the public.

Norfolk Airport Authority Response:

You may mark any proprietary information as such. The Authority intends to include this information with the submitted proposals. In the event the Authority receives a third party request for any Exempt Information, the Authority will promptly notify Permittee of such request prior to disclosure so that Permittee may timely seek court intervention concerning the disclosure of such Exempt Information.

31. Sec. 3.4-5 (pp. R-7-12). We respectfully request these very onerous requirements be waived for incumbents (as was allowed in the previous bid), as Authority has first-hand knowledge of the incumbents' abilities and financial capabilities:

- a. Section 3.4 – Subsections (f) through (t)

Norfolk Airport Authority Response:

Refer to Question #3.

- b. Section 3.5 – entire section

Norfolk Airport Authority Response:

Refer to Question #5

32. Sec. 5 (p. R-13). In the event that a current concessionaire shall move to a different Concession Area as a result of this RFP, please confirm Offerors will only be expected to accept their new Concession Area “as is” upon Authority's final inspection, and Authority shall hold existing concessionaire to acceptable condition requirements.

Norfolk Airport Authority Response:

Section 33.1 of the existing contract requires the property be relinquished in good condition. The Authority expects the existing tenants make the appropriate repairs to

return the property to good condition.

33. Sec. 6.2 (p. R-14). *After receipt of Proposals, negotiations may be conducted with one or more Offerors as determined by the Authority.* Please confirm that any negotiations that are conducted with any Offeror will not be for any financial components and will not be for, or result in, any more favorable terms than any other Offeror.

Norfolk Airport Authority Response:

Any negotiations as a result of this RFP will not include financial components or result in terms which, in the sole judgement of the Authority, are more favorable than the terms applicable to any other Offeror.

34. Sec. 6.3 (p. R-14). We respectfully request Most Favored Nations language be added to the agreement as follows: *“In the event that any contract granted by the Authority to any other rental car company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the Authority shall give due diligence to ensure Concessionaire will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Concessionaire herein.”*

Norfolk Airport Authority Response:

See Question #33.

35. Section 7.1 (pp. R-14-16). We respectfully request all subjective factors be used for qualification only and only the proposed MAG determine award of any concession.

Norfolk Airport Authority Response:

The Authority stresses the importance of the other factors and rejects this request.

36. P-2, Section D. We respectfully request that instead of bidding a MAG for each year of the agreement, Offerors bid a MAG for year 1 only, and that the MAGs for years 2 through 5 be set at the greater of: (i) 85% of the of the previous year’s payment to the Authority, or (ii) the Year 1 MAG.

Norfolk Airport Authority Response:

See Question #7.

37. P-3, Section H. Please confirm any materials or information provided with the Proposal and marked “Confidential” will remain as such. This includes redaction from the final agreement, as this may be subject to public disclosure (see Sec. 1.2, page R-1).

Norfolk Airport Authority Response:

See Question #30.

38. P-9, Signature page. We respectfully request that a duly authorized officer of a limited liability company be allowed to sign the Proposal and Concession Agreement, as was permitted in the last bid.

Norfolk Airport Authority Response:

The Authority accepts this request.

39. C-5-6, Section 1.1.i(2). We respectfully request the following items be excluded from Gross Revenue:

- a. Carbon Offsets: This fee is optional for our customers, and is to allow them to make their rental carbon neutral. 100% of all fees collected are passed through to a 3rd party to fund environmental initiatives.
- b. Local renters
- c. Any amounts received as payment and administration of red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles.

Norfolk Airport Authority Response:

The Authority rejects 39.a. and 39.b. The Authority accepts 39.c.

40. C-6, Section 1.1.i(3). We respectfully request subsection 3 include the wording “Sums shall be net of any discounts, coupons or credits at the time the rental contract is closed.” If there is a promotional and/or “preferred member” discount earned and used by a customer, the only amount concessionable should be the amount that the Concessionaire actually receives as compensation for the rental.

Norfolk Airport Authority Response:

The Authority rejects this request.

41. C-8-11, Section 2.3-5 – Parking spaces allocation:

- a. How many return rows will be available in the new Return Area? Will the set-up be the same as the current Return Facility? How many stalls are there per return row? How many stalls will be available total in the new Return Area? Will these be allocated by row or will the Airport divide rows?

Norfolk Airport Authority Response:

There are fourteen (14) rows, plus some additional individual spaces around the perimeter. The rows are continuous and do have marked stalls. The Authority will allocate the space by rows and does not intend to divide rows.

- b. Regarding the allocation of return stalls – Please confirm the return rows will be allocated by bid share. Will these remain in contiguous blocks as per the current set-up?

Norfolk Airport Authority Response:

Please reference Sections 2.3 and 2.4 of the Contract documents. Year 1 allocations will be based on MAG share. Years 2-5 will be based on Concessionaire’s share of Annual Gross Revenue for the previous year. It is the intent of the Authority, to the extent practical, to assign contiguous rows to each Concessionaire.

- c. Regarding selection of location in both the ready lot and return area – please confirm Concessionaires will choose their location in order of preference by highest total MAG.

Norfolk Airport Authority Response:

Booth assignments will be assigned in order of preference by highest total MAG. Number of ready spaces and return rows will be assigned by highest ratio of MAG to

total sum of all MAGs.

- d. Please strike the 5% minimum allocation, as parking spaces should be allocated by bid share only. Further, under the family brand allocation this is not necessary as each company will have the opportunity to share space between brands. If Authority will not delete, in the event adjustments are made to provide a minimum of 5% of total parking spaces to Concessionaire(s), please confirm these spaces will be evenly redistributed such that each of the other concessionaires loses a proportionate share of spaces. We request this apply to both initial allocation and any subsequent reallocations.

Norfolk Airport Authority Response:

The Authority intends to retain the reference to the 5% minimum allocation. When implemented, the Authority will continue its practice of adjusting the spaces proportionately among the other Concessionaires.

42. Regarding our booths within our exclusive space, we require flexible branding of our booths in order to use our space most efficiently and provide the highest quality service to our customers. Please confirm Concessionaires may use and brand our booths within our exclusive space as we see fit (e.g. multi-brand or single brand) to most efficiently use our space and best serve our customers.

Norfolk Airport Authority Response:

Concessionaires may not use flexible branding within their spaces. Each brand must operate in their designated booths and counters.

43. Please confirm the barrier between the returns entrance and first return lane will be made permanent. We have found this area to be confusing to customers and problematic for traffic flow.

Norfolk Airport Authority Response:

The barriers are intended to remain in place. The Authority reserves the right to modify this design.

44. C-10, Section 2.4.e. Please strike second sentence which permits Authority to change the basis for allocating parking spaces from Gross Revenue to annual car rentals (transaction volume). The basis should remain consistent throughout the term; gross revenues is commonly accepted as an accurate measure of market sure for allocation purposes.

Norfolk Airport Authority Response:

The Authority rejects this request.

45. C-10-11, Section 2.5. Language was added such that Concessionaire's right to terminate in the event Authority reduces Concessionaire's parking spaces does not trigger unless Concessionaire's spaces are reduced by more than 10% in any Contract Year. We request that this trigger be changed to a 5% reduction in Concessionaire's parking spaces.

Norfolk Airport Authority Response:

The Authority rejects this request.

46. C-12, Section 3.4. We request language be added to that: “If the parties shall agree to an extension of this Agreement or during any month to month holdover, the MAG will abate entirely and only the 10% Concession Fee shall be payable during such time.”

Norfolk Airport Authority Response:

The Authority rejects this request.

47. C-14, Section 4.2.b. We respectfully request the abatement trigger be changed from 75% to 85%. A 25% decline in deplanements realistically means a 25% reduction in rental car business and is well beyond the point of catastrophic impact to the concessionaire. 85% is the industry standard trigger.

Norfolk Airport Authority Response:

The Authority rejects this request.

48. C-15, Section 4.3. Please change the requirement that the annual statement be certified by an independent CPA to permit certification by an authorized financial representative of the company. It is very costly to hire a CPA for this purpose, and the Authority always has the right to audit.

Norfolk Airport Authority Response:

The Authority rejects this request.

49. C-16, Section 4.6. Please add language expressly allowing the Concessionaire to collect the Concession Fees from our customers through a “Concession Fee Pass-Thru”, as this should be clarified in the Agreement. We propose language be added as follows: “Provided however that Concessionaire may separately state on its rental agreements the Concession Fee established by this Agreement and list the amount charged as a line item on customer bills. Such amount shall be titled the ‘Concession Fee Recoupment’ or similar title and shall not exceed 11.11%. Concessionaire acknowledges that the Concession Fees paid by Concessionaire to the Authority under this Agreement are for Concessionaire’s use of the facilities and access to the market at the Airport, and that none of the Concession Fees reflect a fee that is imposed by the Authority upon customers renting vehicles from Concessionaire.”

Norfolk Airport Authority Response:

The Authority rejects this request.

50. C-19, Section 7.4. Please strike this section which permits additional concessions to be added during the term. As described above, this undermines the bidding process.

Norfolk Airport Authority Response:

The Authority rejects this request.

51. C-19, Section 7.5. In the event Authority recaptures all or a portion of the Concession Area during the term and comparable substitute space is not provided, we request the right to terminate at Concessionaire’s option.

Norfolk Airport Authority Response:

The Authority rejects this request. In the event comparable space is not provided, the Authority will make a proportionate adjustment to the concession fee.

52. C-44, Section 13.17.d. With regard to “pre-award deletions of or substitutions for ACDBE firms put forward by Offerors in negotiated procurements” – please confirm this does not apply to this RFP as this is not a “negotiated procurement”.

Norfolk Airport Authority Response:

The Authority confirms that this does apply. For clarification, this section applies to procurements obtained through formal solicitations (as this RFP represents) as well as negotiated procurements.

53. C-49, Section 19.1. Please amend the record retention requirement to a period of three (3) years following the end of each contract or reporting year, which is in line with our company record retention policy.

Norfolk Airport Authority Response:

The Authority rejects this request.

54. C-51-52, Section 23. We respectfully request that Authority provide for mutual indemnification. Will Authority please also indemnify Concessionaire against the same events that may arise due to Authority’s actions and add such provision into the Agreement?

Norfolk Airport Authority Response:

The Authority rejects this request. Section 24 addresses gross negligence on behalf of the Authority.

55. C-52-25, Section 24. Our Risk Management Department has requested the following changes:

- a. C-53, Sec. 24.1. Please change A.M. Best rating to “A- VII”.

Norfolk Airport Authority Response:

The Authority accepts this request.

- b. C-53-54, Sec. 24.2. Please strike “Retention or Deductible: None” from table as this is not applicable.

Norfolk Airport Authority Response:

The Authority rejects this request.

- c. C-54, Sect. 24.2. In last sentence on page C-54, please strike: “(ii) Contractor’s Protective Liability, including, but not limited to, coverage for explosion, collapse, and damage to underground utilities, and completed operations for 24 months after the work has been completed; and...” Contractor will need to obtain these, as such these are not applicable to Concessionaire’s relationship with the Airport.

Norfolk Airport Authority Response:

The Authority rejects this request. These coverages must be included in the Commercial General Liability program.

- d. C-55, Sec. 24.3 – line 7. Please strike language as follows: “...*certificate shall contain a specific reference to the indemnity clause in Section 23...*”

Norfolk Airport Authority Response:

The Authority accepts this request. The following language is struck from Section 24.3: ~~Such insurance certificate shall contain a specific reference to the indemnity clause in Section 23 of this Agreement.~~

- e. C-55, Sec. 24.3. In 2nd to last sentence of paragraph, after “additional insured” please add: “where their interest may appear for liabilities arising out of the conduct of the Concessionaire.”

Norfolk Airport Authority Response:

This language is acceptable. The 2nd to last sentence in Section 24.3 shall be modified to read “On all policies of insurance, the Authority shall be an additional insured or loss payee, as applicable and where their interest may appear for liabilities arising out of the conduct of the Concessionaire”.

- f. C-55-56, Sec. 24.4. Please strike second sentence.

Norfolk Airport Authority Response:

The Authority rejects this request.

- g. C-56, Sec. 24.5. At end of first sentence, after “insurance” please add: “where Authority is named as an involved party.”

Norfolk Airport Authority Response:

The Authority rejects this request in part. The Authority modifies this sentence to read “Concessionaire shall provide Authority immediate notice in writing of any claim in excess of \$5,000 made on Concessionaire's insurance or any claim, regardless of amount, where the Authority is named as an involved party.”

- h. C-57, Sec. 24.8. In first sentence, please strike “with counsel approved by the Authority” or revise to “with counsel agreed upon between the Authority and the Concessionaire.”

Norfolk Airport Authority Response:

The Authority rejects this request.

56. C-58, Section 25. Please add back deleted subsection 25.1 from current Agreement stating: “The Authority represents, warrants, and covenants that as of the commencement date of this Agreement, the Concession Area does not contain, or have upon it, any Hazardous Materials except Permitted Substances.”

Norfolk Airport Authority Response:

The Authority rejects this request.

57. C-59, Section. 25.4. Please add to end of first sentence: “...that are required to be reported by the State.”

Norfolk Airport Authority Response:

The Authority rejects this language. The Authority has additional responsibilities other than the mandatory reporting to the state.

58. C-60, Section 26.1. Please add language to end of sentence as follows: “such consent not to be unreasonably withheld.”

Norfolk Airport Authority Response:

The Authority rejects this language.

59. C-62, Section 29. We respectfully request the right to terminate for convenience be mutual.

Norfolk Airport Authority Response:

The Authority rejects this language.

60. C-68, Section 33.3. Please revise “*without the written approval of the Authority*” to “*without the Authority’s consent.*” In the event this Agreement goes into holdover and the parties are in negotiations, the double rent provision should not apply during this period.

Norfolk Airport Authority Response:

The Authority rejects this language.

61. Please provide the exhibits for the Rental Car Return Building and parking spaces.

Norfolk Airport Authority Response:

Please see attached. It is not anticipated that the rental return building will be used during this contract period, but the exhibit is provided in the event the building is used at any point during the contract period.

62. Will the CFC rate remain the same as the current rate for the new agreement? Are there plans to increase the CFC?

Norfolk Airport Authority Response:

The CFC is subject to increase during the term of this agreement.

63. Please provide an accounting of the CFC collections to date. How much has been collected annually, what has it been used for, and what amount is currently available in CFC collections for future use? What future plans for rental facilities does the Airport have?

Norfolk Airport Authority Response:

The future plan for rental facilities include moving the rental return to the parking garage level A-2. This project is already calculated into the CFC. The Authority will staff a security guard at the entrance to the return garage. This cost will be applied to the CFC upon implementation.

64. Section 5. Please amend the record retention requirement to a period of three (3) years following the end of each contract or reporting year, which is in line with our company record retention policy.

Norfolk Airport Authority Response:

Please see Question #53.

65. Please provide clearer images of Exhibits E (Historical Passenger Activity) and Exhibit F (Rental Car Gross Receipts) as the figures are difficult to see.

Norfolk Airport Authority Response:

Attached

66. Term: there is an inconsistency regarding the expiry date: the RFP says term ends June 30, but the draft Agreement says term ends July 31, both in year 2023.

Norfolk Airport Authority Response:

See Question 23.

67. We request the number of copies be limited to one (1) to conserve paper, especially as we will be providing a CD.

Norfolk Airport Authority Response:

See Question 29.

68. We request that we be allowed to submit only one (1) original of any financial report (e.g. the 10-K for fiscal year 2017)

Norfolk Airport Authority Response:

See Question #3. In the event the financial report is submitted, one original will be accepted.

69. Section 3.3. Amendments – to conserve paper, we request that in lieu of initialing each page and including full amendment, the Authority provide an Acknowledgement of Addenda form such as below, wherein we would initial our acknowledgement of receipt of each addenda:

Addenda No. _____ Dated _____ Acknowledged _____ (initial)

Addenda No. _____ Dated _____ Acknowledged _____ (initial)

Norfolk Airport Authority Response:

The Authority accepts this request. Please replace page P-8 of the proposal documents with the attached page P-8. We have added a section to acknowledge the addendum(s).

70. We request a waiver of certain information for incumbents, including: Good standing certificates for both Virginia and Delaware, federal tax returns, Bank Authorization Form, and credit report.

Norfolk Airport Authority Response:

See Questions #3 and #5.

71. We request we be able to submit only one copy of the **Financial Report** with balance and income statement therein. We cannot get CPA statement that our financial condition did not change, but we can also include a statement from an officer that the company acknowledges that no adverse conditions have occurred in financial and legal status that would affect our ability to meet the operational and financial requirements of this condition.

Norfolk Airport Authority Response:

See Question #3.

72. 3.4 k. We request deletion of the second part of this request which requires disclosure as to name, etc. of any business entity anticipated to be owned or operated during the Term of the Concession. - - This calls for speculation as to whether a merger or take-over will take place during the 5-year term. Speculation would be premature and serve no purpose.

Norfolk Airport Authority Response:

The Authority accepts this request. See Question #3. The Authority modifies Section 3.k to read “The name, address and nature of any other business enterprise owned or operated by Offeror on the Due Date, ~~or anticipated to be owned or operated during the Term of the Concession.~~”

73. 3.4 p. We request deletion of this request, “whether Offeror has ever been found to be in violation of any regulatory order of any local, state, or federal governmental agency. If so, provide information regarding each such violation.” This is too far-reaching, research would never be entirely accurate given we have thousands of world-wide operations and have been in business nearly 100 years.

Norfolk Airport Authority Response:

See Question #3.

74. 3.4 q. Likewise, we request deletion of request, “whether Offeror has any pending criminal charges or is a party to any pending civil or administrative proceeding. If so, provide information regarding each such pending charge or proceeding.” This is too broad as to time frame and scope, especially for multi-national company. In lieu of sections p and q, above, suggest a statement that no outstanding litigation or claims are deemed material to Concessionaire’s business operations, and none would impair our ability to perform under the proposed Concession Agreement with the car rental operations at the Airport.

Norfolk Airport Authority Response:

See Question #3.

75. Section 3.5 Service Information to be provided with Proposals. The previous RFP waived sections a through f for incumbents. We ask that you again waive such response, including marketing & public relations plan, operating plan, and safety and security plan.

Norfolk Airport Authority Response:

See Question #5.

76. Section 3.5 e. If not waived, ask that we simply include a statement certifying that that we have a safety and security plan to assure that individuals using the Concession and their property at the Airport are safe and secure at all times.

Norfolk Airport Authority Response:

See Question #5. The Authority accepts this request.

77. Section 8.2 – returning signed copies within ten (10) days is too short of a deadline. Please extend to “within fifteen (15) business days.”

Norfolk Airport Authority Response:

The Authority accepts this request. The first sentence in Section 8.2 is modified to read “Within fifteen (15) days thereafter, the Selected Offeror shall deliver both copies to the Authority, with the Concession Agreement duly executed by it as “Concessionaire” and the Security Deposit required in the Concession Agreement.”

78. Section 5 regarding Collusion - Please confirm that if two entities, wholly owned by the same parent entity and sharing resources, each submit a bid, they will not be considered

to have colluded or otherwise bid in violation of the RFP by nature of their relationship and joint resources.

Norfolk Airport Authority Response:

The intent of this section does not apply to rental car brands owned by the same parent company.

79. Section 2.5 – any reduction in parking spaces should be proportionate to all RACs and/or should trigger a reallocation of the spaces so that no one RAC loses spaces disproportionately compared to another.

Norfolk Airport Authority Response:

See Question #41.d.

80. Section 3.4 (a) – the Authority should not be allowed to unilaterally extend the agreement for 6 months without concessionaire’s agreement. Please revise to require concessionaire’s approval.

Norfolk Airport Authority Response:

The Authority rejects this request. Please note that per Section 3.4.c., the Authority will give 90 day notice of an extension.

81. Section 4.6 – please allow for the pass through of the Concession Fee to customers as long as its identified on the rental receipt as an “Airport Concession Fee Recovery” or a similar term.

Norfolk Airport Authority Response:

See Question #49.

82. Section 12 (m) – Please limit this provision to our employees. It is unreasonable for Concessionaire to be responsible for the “conduct, demeanor, and appearance of...invitees and those doing business with Concessionaire...” We can be responsible for our employees but we cannot be responsible for the conduct, demeanor and appearance of the public who are also generally airport customers as well.

Norfolk Airport Authority Response:

The Authority rejects this request.

83. Section 13.17 – Concessionaire should have the right to terminate a subcontractor, ACDBE or not, without Authority’s prior written approval and Authority’s determination that Concessionaire has good cause. Furthermore, the requirement to give ACDBE 5 days to respond to the written termination notice and requirement for Authority to provide a response, is unreasonable.

Norfolk Airport Authority Response:

The Authority rejects this comment/request. 49 CFR 26.53 applies to this concession.

84. Section 17 – the MAG should abate during any period the Concession Area is untenable.

Norfolk Airport Authority Response:

The Authority rejects this request.

85. Section 18.2 – Please delete the last sentence - its unreasonable for all uniforms to be approved by the Authority prior to use and no substitution shall be permitted without prior

approval of the Authority.

Norfolk Airport Authority Response:

The Authority rejects this request.

86. Section 19.1 – record retention of 5 years after the term of the agreement is excessive. Please limit to 3 years.

Norfolk Airport Authority Response:

Please see Question #53.

87. Section 24.3 – please delete “The insurance certificate shall indicate that the Authority will be given at least thirty days advance written notice of cancellation or non-renewal of any insurance requirement hereunder.

Norfolk Airport Authority Response:

The Authority rejects this request.

88. Section 29.1 – Authority’s right to cancel for convenience upon 60 days’ notice is unreasonable. Please delete.

Norfolk Airport Authority Response:

The Authority rejects this request.

89. Section 30.1 (a) – please provide for an opportunity to cure after receipt of written notice.

Norfolk Airport Authority Response:

The Authority rejects this request.

90. Section 30 in general – please extend all 5 day periods to at least 15 days. Five days is not a reasonable time to receive notice and cure a default.

Norfolk Airport Authority Response:

The Authority rejects this request.

91. Section 33.3 --- holdover should not be at 150% of the payments in effect. That would include MAG which is unreasonable.

Norfolk Airport Authority Response:

The Authority rejects this request.

92. Section 38 causes unreasonable delay to Concessionaire’s claims. It provides the Board with at least 120 days to review, which causes too long of a delay. Furthermore, Concessionaire should be able to seek justice without limiting its claims to the “bad faith” of the airport as set out in Section 38.4.

Norfolk Airport Authority Response:

The Authority rejects this request.

93. Exhibit B - CFC Agreement , Section 3.1 – The sentence “The amount of the CFC shall be the same amount as the CFC charged and collected by other concessionaires pursuant to their concession agreements” does not make sense. The CFC amount is not set out in the RAC concession agreements. There should be a standard CFC set by the Authority pursuant to a specific review and calculation.

Norfolk Airport Authority Response:

The statement is intended to simply clarify that the CFC rate will be the same for all on-site rental car brands.

94. Exhibit C - Please delete Exhibit C identifying Concessionaire's fixtures, equipment, and other removable personal property. This is an unnecessary burden to create and update.

Norfolk Airport Authority Response:

The Authority rejects this request. Each brand has the option to list their property.

95. Generally speaking, we like the current agreement, wherein the allocation of the parking spaces is initially based on MAG ratio then adjusted so each RAC receives at least 5%. Reallocation annually based on prior years Gross Revenue, and adjusted so each RAC receives at least 5%.

Norfolk Airport Authority Response:

The Authority intends to retain the language as stated in the RFP documents.

96. As a follow up to the pre-proposal conference, we are supportive of the Airport's position that RAC space components shall be awarded/selected in order of total MAG bid amounts. This is a competitive RFP process, and counters and ready/return space are the only RAC space components being offered in this RFP process. We are opposed to the concept of "grandfathering" either space component here, as "grandfathering" would undermine the competitive nature of this RFP process.

Question: Please confirm that counters and ready/return space will be awarded/selected in order of total MAG bid amounts.

Norfolk Airport Authority Response:

See Questions #12 and #16.

97. Further, as previously requested, we had proposed that for many reasons (i.e., operational efficiency, reduced shuttler traffic, improved customer service levels, etc.) the eight (8) successful brands should have space allocated by brand family in order of combined total MAG.

Question: Please allow total combined MAG bid amounts to be used by each brand-family for both order of selection and space allocation purposes (for both counters and ready/return space).

Norfolk Airport Authority Response:

See Question #16.

98. As a follow up to our earlier question, we support the concept of bidding a Year 1 MAG only (to apply as a MAG floor for the term), with the MAGs for years 2 through 5 to be set at the greater of: (i) 85% of the of the previous year's payment to the Authority, or (ii) the Year 1 MAG minimum.

Question: Please include the first-year MAG amount as a minimum "floor" for Years' 2-5 if the Airport is considering re-setting the MAG after the first year of the new term.

Norfolk Airport Authority Response:

See Question #7.

99. You indicated that a 24-hour security guard position will be posted at the entrance to the garage at A1 level, with all costs to be covered by CFC funds.

Question: Please advise how long this security guard position is expected to be needed/filled, and please clarify the annual cost estimate for this position.

Norfolk Airport Authority Response:

This position is anticipated to be posted indefinitely. The Annual cost estimate is \$142,087. Please note that this position is currently a 10-hour shift in the current return lot. The increase to 24-hour is anticipated to have a net annual increase of \$82,884.

100. Please allow at least 2 weeks after the final addendum is issued to have the bid due.

Norfolk Airport Authority Response:

Please see Question #27.

101. Should the counters not be grandfathered please explain how the selection process will occur (i.e.- in person ? Via email? Will each bidder have 48 hours to decided ?)

Norfolk Airport Authority Response:

The Authority will coordinate the communication with the bidders. By email or teleconference will be acceptable by the Authority.

102. What will/ how will the timeline for counter relocation be?

Norfolk Airport Authority Response:

The Authority will expect the impacted parties to cooperate with one another to coordinate the relocations. The Authority expects the relocation to occur on or about August 1, 2018 and will further communicate expected deadlines during the process.

103. In the event we have to relocate counters can the CFC please fund all or part of the relocation?

Norfolk Airport Authority Response:

The Authority does not support using CFC funds for the relocation.

104. Please clarify how the new return spaces in the garage will be awarded ? Based on mag bid for each brand? For total family ? By marketshare?

Norfolk Airport Authority Response:

See Question #16.

105. We would request at least 60 days to schedule relocation of counters- need time for IT, new back wall signage, inserts ,etc.

Norfolk Airport Authority Response:

See Question #102.

106. We respectfully request that counters be Grandfathered as part of the bid, so as to avoid the cost of the move, and disruption to our respective customers. As we mentioned in the meeting, potential wholesale moves such as this create a great deal of delay and confusion for our customers. I would provide however a provision that allows any brands wishing to work out a move amongst themselves be allowed.

Norfolk Airport Authority Response:

The Authority rejects this request.

107. I offer the following with respect to the newly constructed return area in the garage: the RFP should make available three distinctive areas: two with 5 rows each, one with 4 rows. MAG (whether negotiated or bid) of the primary Brand within a Brand Family be determined in the selection of each of the three areas, and the Family of brands then be allowed to share that space for the five (5) years.

Norfolk Airport Authority Response:

Please see Question #41.b.

108. I offer the following with respect to the Ready space: either consider Grandfathering with allocation based upon market share, or alternatively as in above scenario, the MAG of the primary brand be allowed first choice of area within the space, followed in sequence by the next, etc. and the Family of brands of each be able to share that space. Numbers of spaces based upon market share.

Norfolk Airport Authority Response:

Please see Question #41.c.

109. A calculated MAG first year in lieu of bid is preferred for the first year (consider the customary 85% of prior year actual concessions paid), followed by a formula to be agreed to for calculation of MAGs each year thereafter.

Norfolk Airport Authority Response:

Please see Question #7.

(THIS PAGE SHALL BE SUBMITTED FOR EACH ACDBE FIRM)

LETTER OF INTENT

Airport Concessions Disadvantage Business Enterprise

Offeror Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

ACDBE Firm: ACDBE Firm: _____
 Address: _____
 City: _____ State: _____ Zip: _____

ACDBE Contact Person: Name: _____ Phone: () _____

Expiration Date of ACDBE Certification: _____

ACDBE Certified in Virginia? Yes No

ACDBE is performing as: Prime Concessionaire Sub concessionaire Joint Venture

Work item(s) to be performed by ACDBE	Description of Work Item	Quantity	Total

The proponent is committed to utilizing the above-named ACDBE firm for the work described above. The estimated participation is as follows:

ACDBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
 (Print name) (Title)

 (signature) (date)

* In the event the proponent does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NORFOLK AIRPORT AUTHORITY
 NORFOLK INTERNATIONAL AIRPORT
 CAR RENTAL GROSS
 FISCAL YEAR - 2017/2018

Month	Deplane Passengers	Alamo (# of Rentals)	%	Avis (# of Rentals)	%	Budget (# of Rentals)	%	Dollar (# of Rentals)	%	Enterprise (# of Rentals)	%	Hertz (# of Rentals)	%	National (# of Rentals)	%	Thrifty (# of Rentals)	%	TOTALS
July	165,828	\$725,264.01 (2,848)	10.1%	\$1,303,015.33 (4,728)	18.2%	\$1,389,007.42 (5,060)	19.4%	\$343,761.28 (1,525)	4.8%	\$1,032,287.29 (3,673)	14.4%	\$1,303,507.27 (5,286)	18.2%	\$794,892.68 (3,914)	11.1%	\$273,184.14 (1,115)	3.8%	\$7,164,919.42 (28,148)
August	162,070	\$721,585.20 (2,968)	10.1%	\$1,231,983.38 (4,682)	17.3%	\$1,372,274.72 (4,544)	19.3%	\$442,056.60 (1,789)	6.2%	\$1,030,060.01 (3,836)	14.5%	\$1,219,854.68 (5,345)	17.2%	\$806,146.73 (4,430)	11.3%	\$288,198.95 (1,157)	4.0%	\$7,110,160.27 (28,748)
September	134,427	\$490,007.46 (2,615)	9.2%	\$953,156.87 (4,901)	17.9%	\$944,350.37 (3,864)	17.8%	\$331,370.36 (1,501)	6.2%	\$781,494.41 (3,501)	14.7%	\$936,136.55 (4,946)	17.6%	\$657,815.42 (3,796)	12.4%	\$222,724.25 (1,125)	4.2%	\$5,317,055.49 (26,248)
October	148,894	\$517,310.63 (3,002)	9.8%	\$935,786.25 (4,380)	17.7%	\$894,248.15 (4,111)	16.9%	\$353,062.46 (1,859)	6.7%	\$857,354.11 (4,100)	16.2%	\$767,248.37 (4,507)	14.5%	\$743,893.01 (4,387)	14.1%	\$209,377.23 (1,215)	4.0%	\$5,278,280.21 (27,661)
November	144,870	\$475,700.58 (2,352)	10.0%	\$886,324.96 (3,928)	18.6%	\$793,240.12 (3,439)	16.6%	\$330,163.39 (1,529)	6.9%	\$741,758.45 (3,595)	15.5%	\$729,869.65 (4,008)	15.3%	\$639,937.75 (3,930)	13.4%	\$173,492.80 (920)	3.6%	\$4,770,487.70 (23,701)
December	147,502	\$392,894.47 (2,269)	9.9%	\$682,054.40 (3,259)	17.3%	\$618,123.82 (3,012)	15.6%	\$249,562.16 (1,283)	6.3%	\$688,990.48 (3,263)	17.4%	\$561,051.46 (3,222)	14.2%	\$595,891.23 (3,601)	15.1%	\$161,661.50 (947)	4.1%	\$3,950,229.52 (20,856)
January	109,909	\$289,216.04 (1,881)	9.0%	\$541,611.40 (2,856)	16.9%	\$468,132.26 (2,162)	14.6%	\$181,345.31 (985)	5.7%	\$543,593.64 (2,760)	16.9%	\$504,882.38 (2,916)	15.7%	\$520,435.01 (3,252)	16.2%	\$160,277.40 (1,152)	5.0%	\$3,209,493.44 (17,964)
February																		
March																		
April																		
May																		
June																		
Totals	1,013,500	\$3,611,978.39 (17,933)	9.8%	\$6,533,932.39 (28,734)	17.8%	\$6,479,376.86 (26,192)	17.6%	\$2,231,321.56 (10,471)	8.1%	\$5,675,538.39 (24,728)	15.4%	\$6,022,550.36 (30,230)	16.4%	\$4,759,011.83 (27,310)	12.9%	\$1,486,916.27 (7,631)	4.0%	\$36,800,626.05 (173,229)

R-REVISED

**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
CAR RENTAL GROSS
FISCAL YEAR - 2016/2017**

Month	Deplane Passengers	Alamo (# of Rentals)	%	Avis (# of Rentals)	%	Budget (# of Rentals)	%	Dollar (# of Rentals)	%	Enterprise (# of Rentals)	%	Hertz (# of Rentals)	%	National (# of Rentals)	%	Thrifty (# of Rentals)	%	TOTALS
July	166,860	\$769,054.76 (3,554)	11.7%	\$986,442.47 (4,048)	15.1%	\$1,401,461.79 (5,135)	21.3%	\$252,759.39 (1,092)	3.8%	\$923,678.70 (3,835)	14.0%	\$1,147,884.31 (5,762)	17.4%	\$768,605.03 (4,157)	11.7%	\$333,167.97 (1,536)	5.1%	\$6,593,052.42 (29,119)
August	162,686	\$692,682.58 (3,514)	10.8%	\$930,309.97 (4,114)	14.5%	\$1,389,054.71 (5,013)	21.7%	\$235,891.86 (1,040)	3.7%	\$895,120.78 (3,801)	14.0%	\$1,204,331.83 (6,077)	18.8%	\$741,644.13 (4,307)	11.6%	\$314,131.65 (1,537)	4.9%	\$6,403,167.51 (29,403)
September	135,726	\$518,476.81 (3,126)	9.8%	\$923,173.67 (4,292)	17.5%	\$886,181.97 (3,865)	16.8%	\$179,457.62 (1,035)	3.4%	\$680,048.19 (3,793)	12.9%	\$1,066,406.58 (5,830)	20.3%	\$672,568.97 (4,279)	12.8%	\$339,851.23 (2,012)	6.5%	\$5,268,165.04 (28,232)
October	136,297	\$454,395.60 (2,527)	9.0%	\$880,730.18 (4,078)	17.4%	\$856,148.59 (3,821)	17.0%	\$199,184.39 (1,114)	3.9%	\$734,406.28 (3,362)	14.5%	\$921,308.62 (4,966)	18.2%	\$677,442.72 (3,799)	13.4%	\$326,308.23 (1,631)	6.5%	\$5,049,920.59 (25,298)
November	133,428	\$468,408.27 (2,721)	10.4%	\$735,508.49 (3,521)	16.3%	\$891,281.90 (2,855)	15.4%	\$174,590.21 (968)	3.9%	\$703,264.51 (3,412)	15.6%	\$770,965.48 (4,124)	17.1%	\$680,661.94 (3,853)	15.1%	\$278,629.74 (1,610)	6.2%	\$4,503,328.54 (23,064)
December	128,138	\$422,788.29 (2,481)	10.8%	\$647,209.45 (3,300)	16.5%	\$620,553.50 (2,994)	15.8%	\$155,484.99 (945)	4.0%	\$664,440.35 (3,006)	16.9%	\$652,376.10 (3,656)	18.6%	\$570,402.22 (3,400)	14.5%	\$195,407.87 (1,169)	5.0%	\$3,928,662.77 (20,851)
January	113,478	\$360,254.69 (2,176)	10.2%	\$534,153.20 (2,828)	15.2%	\$718,458.57 (3,393)	20.4%	\$168,398.69 (1,053)	4.8%	\$537,371.37 (2,498)	15.2%	\$560,486.99 (3,284)	15.9%	\$506,078.50 (3,164)	14.4%	\$138,662.48 (768)	3.9%	\$3,523,864.49 (19,164)
February	100,981 R	\$243,042.62 (1,787)	6.7%	\$509,992.89 (2,839)	14.1%	\$862,336.34 (3,694)	23.8%	\$170,887.52 (1,199)	4.7%	\$586,154.98 (2,606)	15.6%	\$570,101.09 (3,461)	15.7%	\$576,620.19 (3,597)	15.9%	\$121,185.48 (781)	3.3%	\$3,620,121.11 (19,944)
March	128,855 R	\$356,357.56 (1,826)	7.0%	\$754,543.71 (4,087)	14.8%	\$1,018,723.28 (3,801)	20.0%	\$229,403.18 (1,332)	4.5%	\$786,545.67 (3,218)	15.5%	\$904,875.98 (4,818)	17.8%	\$859,056.06 (4,515)	16.9%	\$177,649.17 (1,092)	3.5%	\$6,087,154.61 (24,489)
April	137,381 R	\$423,571.68 (2,080)	7.8%	\$1,058,988.27 (4,971)	19.8%	\$917,977.45 (3,760)	17.1%	\$242,447.70 (1,191)	4.5%	\$815,808.45 (3,217)	15.2%	\$994,134.23 (5,455)	18.6%	\$753,364.34 (4,305)	14.1%	\$146,555.50 (782)	2.7%	\$5,352,847.62 (25,761)
May	152,034	\$488,340.19 (2,423)	8.1%	\$1,326,660.32 (5,889)	21.9%	\$975,133.89 (3,789)	16.1%	\$239,316.11 (1,130)	4.0%	\$900,768.34 (3,457)	14.9%	\$1,151,299.65 (6,118)	19.0%	\$813,686.25 (4,633)	13.5%	\$151,912.24 (740)	2.5%	\$6,047,116.99 (28,179)
June	160,462	\$520,078.80 (2,129)	7.7%	\$1,495,313.71 (5,819)	22.3%	\$1,189,056.84 (4,793)	17.7%	\$264,838.42 (1,283)	3.9%	\$873,171.84 (3,224)	13.0%	\$1,240,871.75 (6,042)	18.5%	\$936,720.80 (4,764)	13.9%	\$197,014.31 (909)	2.9%	\$6,717,066.47 (28,963)
Totals	1,637,306	\$5,717,449.85 (30,344)	9.2%	\$10,793,026.33 (49,786)	17.4%	\$11,526,366.83 (46,613)	18.8%	\$2,512,460.08 (13,382)	4.0%	\$9,080,777.44 (39,429)	14.6%	\$11,185,060.61 (59,593)	18.0%	\$8,556,851.16 (48,773)	13.6%	\$2,720,475.87 (14,547)	4.4%	\$62,092,468.16 (302,467)

R-REVISED

**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
CAR RENTAL GROSS
FISCAL YEAR - 2015/2016**

Month	Deplane Passengers	Alamo (# of Rentals)	%	Avis (# of Rentals)	%	Budget (# of Rentals)	%	Dollar (# of Rentals)	%	Enterprise (# of Rentals)	%	Hertz (# of Rentals)	%	National (# of Rentals)	%	Thrifty (# of Rentals)	%	TOTALS
July	151,164	\$604,603.86 (3,255)	10.4%	\$957,322.57 (4,224)	16.5%	\$1,170,156.24 (4,394)	20.2%	\$308,918.47 (1,368)	5.3%	\$729,587.53 (3,207)	12.8%	\$1,186,642.75 (6,220)	20.5%	\$675,207.56 (3,729)	11.6%	\$165,461.67 (720)	2.9%	\$5,797,900.65 (27,117)
August	146,905	\$619,604.41 (3,493)	9.6%	\$977,815.73 (4,416)	15.1%	\$1,411,008.48 (5,148)	21.8%	\$381,287.11 (1,805)	5.6%	\$840,077.95 (3,661)	13.0%	\$1,364,046.48 (6,559)	21.1%	\$719,563.47 (4,109)	11.1%	\$166,127.37 (837)	2.6%	\$6,459,531.00 (30,028)
September	130,037	\$487,616.73 (3,125)	10.4%	\$698,486.26 (3,823)	14.9%	\$955,064.55 (4,551)	20.4%	\$263,710.78 (1,584)	5.6%	\$576,222.91 (3,025)	12.3%	\$980,937.44 (5,612)	20.9%	\$609,010.69 (4,027)	13.0%	\$115,574.56 (661)	2.5%	\$4,686,623.92 (26,408)
October	135,185	\$466,576.38 (3,047)	9.9%	\$700,486.21 (3,737)	14.9%	\$826,991.69 (4,069)	17.6%	\$281,489.55 (1,605)	6.0%	\$639,295.50 (3,284)	13.6%	\$983,451.76 (5,290)	21.0%	\$681,678.59 (4,327)	14.5%	\$113,971.96 (647)	2.4%	\$4,693,941.64 (26,006)
November	128,180	\$375,614.81 (2,575)	9.1%	\$571,037.41 (3,062)	13.9%	\$831,174.33 (4,095)	20.2%	\$259,381.84 (1,675)	6.3%	\$650,446.17 (3,322)	15.8%	\$738,099.06 (4,179)	18.0%	\$564,869.34 (3,650)	13.7%	\$119,533.63 (707)	2.9%	\$4,110,156.59 (23,265)
December	124,096	\$330,958.23 (2,309)	9.4%	\$522,963.37 (2,894)	14.9%	\$704,065.02 (3,541)	20.1%	\$259,743.04 (1,907)	7.4%	\$518,180.35 (3,005)	14.8%	\$563,271.93 (3,269)	16.1%	\$506,196.08 (3,402)	14.4%	\$103,360.67 (785)	2.9%	\$3,508,738.69 (21,112)
January	106,647	\$321,839.28 (2,226)	9.9%	\$431,954.75 (2,402)	13.2%	\$683,832.90 (3,270)	21.0%	\$284,604.98 (1,695)	8.1%	\$436,697.21 (2,367)	13.4%	\$489,202.75 (2,618)	15.0%	\$511,264.48 (3,295)	15.7%	\$122,733.05 (767)	3.8%	\$3,262,149.40 (18,840)
February	99,473	\$285,058.91 (2,051)	8.2%	\$434,402.84 (2,570)	12.5%	\$813,542.71 (3,873)	23.4%	\$236,249.49 (1,529)	6.8%	\$456,188.66 (2,455)	13.1%	\$555,587.81 (3,364)	16.0%	\$560,882.33 (3,810)	16.1%	\$137,299.64 (962)	3.9%	\$3,481,212.39 (20,814)
March	121,825	\$392,935.97 (2,303)	8.6%	\$677,098.54 (3,441)	14.8%	\$933,792.70 (3,958)	20.4%	\$243,845.22 (1,209)	5.3%	\$642,508.00 (2,997)	14.1%	\$819,559.74 (4,626)	17.9%	\$676,623.42 (4,176)	14.8%	\$180,870.17 (1,085)	4.0%	\$4,567,233.76 (23,795)
April	134,414	\$388,079.11 (2,063)	7.5%	\$1,053,829.27 (5,046)	20.2%	\$944,837.18 (3,851)	18.2%	\$241,325.76 (1,080)	4.6%	\$688,773.83 (3,058)	13.2%	\$967,244.23 (5,552)	18.6%	\$727,438.46 (4,363)	14.0%	\$194,056.00 (995)	3.7%	\$5,205,583.84 (26,008)
May	151,894	\$523,860.50 (3,153)	8.6%	\$1,365,684.84 (6,015)	22.4%	\$1,071,549.17 (4,309)	17.6%	\$254,180.45 (1,158)	4.2%	\$712,269.67 (3,332)	11.7%	\$1,112,013.15 (6,191)	18.3%	\$808,692.27 (4,467)	13.3%	\$239,340.25 (1,247)	3.9%	\$6,087,570.30 (29,872)
June	151,917	\$541,441.69 (2,901)	9.4%	\$666,964.41 (3,915)	15.0%	\$1,294,241.53 (5,466)	22.4%	\$249,539.02 (1,300)	4.3%	\$785,348.94 (3,719)	13.6%	\$1,006,262.97 (5,487)	17.4%	\$751,006.98 (4,383)	13.0%	\$276,778.88 (1,805)	4.8%	\$5,771,584.42 (28,976)
Totals	1,583,737	\$5,338,189.88 (32,501)	9.3%	\$9,258,046.20 (45,545)	16.1%	\$11,640,256.50 (50,525)	20.2%	\$3,226,255.71 (17,915)	6.6%	\$7,675,596.72 (37,432)	13.3%	\$10,766,320.07 (59,167)	18.7%	\$7,792,453.67 (47,738)	13.5%	\$1,935,107.85 (11,218)	3.4%	\$57,632,226.60 (302,041)

**APPLICATION
FOR NON-TENANT RENTAL CAR BUSINESS PERMIT**

**NORFOLK INTERNATIONAL AIRPORT
NORFOLK, VIRGINIA**

SECTION 1.

Applicant acknowledges that it is an entity engaged in a rental car business and that it does not have a lease or concession agreement with the Norfolk Airport Authority (“Authority”) for the privilege of having offices or other facilities on the property of Norfolk International Airport (“Airport”) from which to conduct such business.

Applicant further acknowledges that it desires to enter onto Airport property for the purposes of conducting rental car business operations, either directly or indirectly, for the purpose of serving customers on Airport property or for the purpose of otherwise using the Airport for business or commercial purposes (Service) and that in order to do so, it must first make application for and obtain from the Authority a non-tenant rental car business permit prior to engaging in any such activity.

In support of its application for a non-tenant rental car business permit, Applicant submits the following information and proof:

1. Name of Applicant: _____

2. Name under which Applicant desires to conduct business:

3. Applicant’s business address: _____

City: _____ State: _____ Zip: _____

4. If Applicant is a partnership, the name and residence address of each partner, designating any general partners and limited partners (if additional space is needed, attached extra page):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

5. If Applicant is a corporation, the full name and address of each officer and registered agent:

President's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Vice President's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Treasurer's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Secretary's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Registered Agent's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

6. If Applicant is a limited liability company, the name and addresses of the members designating any managing members (if additional space is needed, attach extra page):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

7. The following information is to be provided by Applicant as part of the application:
- a. If Applicant is a partnership, evidence that the Applicant is legally qualified to transact business in the Commonwealth of Virginia.
 - b. If Applicant is a corporation, a certificate of good standing issued by the Virginia State Corporation Commission.
 - c. If Applicant is not incorporated under the laws of the Commonwealth of Virginia, a certificate of good standing from the state of incorporation and a certificate from the Secretary of the Virginia State Corporation Commission evidencing the Applicant's legal qualifications to transact business in Virginia.
 - d. If Applicant is a limited liability company, evidence that the Applicant is legally qualified to transact business in Virginia.
 - e. A completed Bank Reference Form (see attached).

- f. State whether Applicant has ever been found to be in violation of any regulatory order of any local, state or federal governmental agency. If so, provide information regarding each such violation.
- g. A list of the make, color, vehicle identification number, and license plate number (including State in which registered) of all vehicles which will or may be operated on Airport Property by Applicant.
- h. A Security Deposit in the amount of Five Thousand Dollars (\$5,000.00) in the form of a cashier's check, certified check, irrevocable letter of credit from a bank insured by the FDIC, or a performance bond issued by a surety authorized to do business in the Commonwealth of Virginia.
- i. The names and job titles of all local management personnel, and the names and job titles of all employees who may operate any of the Applicant's vehicles on Airport property.
- j. Proof of the possession and current validity of all business and motor vehicle permits and licenses as required by local, state, and federal authorities.

8. Insurance

Provide a certificate or certificates of insurance, that are written with companies licensed and qualified to conduct business within the Commonwealth of Virginia, and having a current A. M. Best Key Rating of at least "A", and a financial rating of at least "X", as proof of the following insurance coverage and limits:

FORMS OF COVERAGE

MINIMUM LIMITS

a. Workers' Compensation	Statutory Benefits for Virginia
b. Employer's Liability	Bodily Injury by Accident \$500,000 each accident
	Bodily Injury by Disease \$500,000 policy limit
	Bodily Injury by Disease \$500,000 each employee
c. Commercial General Liability on an occurrence basis as follows:	
Combined Single Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000
Aggregate Personal Injury and Advertising Injury	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Expense Limit (any one fire)	\$10,000
Retention or Deductible	None

- d. Business Automobile Liability for owned, non-owned, hired, leased or rented vehicles:
- | | |
|---------------------------------|--------------------|
| Liability | \$1,000,000 |
| Medical Payments | \$5,000 |
| Uninsured Motorist | \$50,000 |
| Hired, Rented & Leased Vehicles | \$1,000,000 |
| Non-Owned Autos | \$1,000,000 |
| Retention or Deductible | None |
| Comprehensive Deductible | Applicant's Choice |
| Collision Deductible | Applicant's Choice |
- e. Excess Third-Party Liability
- | | |
|-------------------------------|--------------------------|
| General Aggregate | \$4,000,000 |
| Products-Completed Operations | \$4,000,000 |
| Each Incident Limit | \$4,000,000 |
| Retention | None or \$10,000 Maximum |
- Over and Above these Primary Placements:
Commercial General Liability, Business Auto Liability Including Hired and Non-Owned Auto Liability, and Employer's Liability.
- f. The insurance certificate(s) shall indicate that the Authority will be given written notice of cancellation or non-renewal of any required insurance.
- g. On all policies of insurance, the Authority shall be an additional insured, or loss payee, as applicable. If available, the policy shall provide for a waiver of subrogation against the Authority.

SECTION II.

Should the Authority issue the permit sought by Applicant herein, the permit will be subject to the following agreements and conditions:

1. Payments

Applicant agrees to pay the Authority a monthly percentage payment equal to eight (8.0%) of the gross revenues of the Applicant for each calendar month in each revenue year which shall, for accounting purposes, always begin on July 1 and end on June 30.

Monthly percentage payments shall be made by the 20th day of the following calendar month. Notwithstanding the above, the Applicant shall only be required to make monthly payments on the amount of annual gross revenues which exceed Fifty Thousand Dollars and No Cents (\$50,000.00) during the corresponding revenue year (or in the case of a partial revenue year, the amount of annual gross revenues which exceed \$50,000.00 multiplied by fraction, the numerator of which is the number of days remaining in the revenue year and the denominator of which is 365).

The term “Gross Revenues” as used herein shall mean any charges made to passengers who the Applicant picked up on Airport property, which includes passengers picked up for or on behalf of the Applicant by any other entity or any third party.

Moreover, “gross revenues” shall mean the time and mileage charges received or receivable for rental of vehicles to such passengers and charges received or receivable for the sale of personal accident insurance to such passengers. It shall not include the amount of federal, state or municipal sales taxes or other similar taxes separately stated and charged to such passengers; nor any sums received as insurance or otherwise for damage to vehicles or other property of the Applicant, or for loss, conversion or abandonment of such vehicles or other property; nor any amounts charged such passengers which were separately billed as additional charges for waiver by Applicant of its rights to receive damages from such passengers for damage to the vehicle rented; nor any charges collected from such passengers as reimbursement for refueling any vehicle rented pursuant to a rental agreement under which the vehicle must be returned with a full tank of fuel.

2. Report of Gross Revenues

Applicant agrees to furnish to the Authority, with each monthly payment required by paragraph 1 of this section, a report of gross revenues for the preceding calendar month, certified by Applicant’s authorized agent.

3. Financial Records

Applicant agrees to keep or cause to be kept accurate and complete records of its business operations, that an audit may be made of Applicant’s accounts at any reasonable time by the Authority’s agent, and that Applicant will pay all damages, costs and attorney’s fees incurred by the Authority in connection with its failures to meet its obligations pursuant to paragraph 1 of this section.

4. Compliance with Law and Airport Regulations

Applicant agrees to observe, obey and follow all federal, state and local laws, rules and regulations and all Authority standards, rules and regulations, including all of any nature whatsoever that are applicable to the operations of the Airport or to the Applicant’s operation at the Airport whether presently in force or enacted during the term of the Permit.

5. Operations

Applicant agrees that all of its vehicles which are operated on Airport property will be uniformly painted, visibly marked on each side with the Applicant’s name, kept clean and maintained in a safe operating condition, that Applicant will conduct its operation while on Airport property in an orderly and proper manner so as not to unreasonably annoy, or be offensive to others. Applicant agrees to insure that its employees operating on Airport property will at all times be neat, wear good quality, attractive and clean uniforms, be courteous, and will possess

such character and moral standards so as not to compromise the safety and security of the Airport or its users.

6. Indemnity by Applicant

Applicant shall protect, defend, indemnify, and hold harmless the Authority and its commissioners, officers, directors, and employees, completely harmless from any and all liabilities, losses, suits, actions, claims, judgments, fines, expenses, or demands of any character (including, but not limited to, court costs and attorney fees) brought because of any injuries (including death) or damages received or sustained by or any person, persons, or property arising out of or related, in whole or in part, in any way to the provision of the Service or the operations of Applicant, its successors, concessionaires, sub-concessionaires, suppliers, agents, employees or invitees, including but not limited to injuries or damages arising from or on account of (i) any negligent acts or omissions, or misconduct of Applicant; (ii) any infringements of patent, trademark, or copyright; (iii) any claims or amounts arising or recovered under Applicant's worker's compensation coverage, or any other law, ordinance, order, or decree; (iv) the use, release or disposal on or off the Airport property of Hazardous Materials; and (v) the protection of or damages to the Airport or its passengers, guests, invitees and employees.

7. Attorney's Fees and Court Costs

Applicant agrees to pay the Authority all costs of enforcement, including, but not limited to , reasonable attorney's fees and court costs, should the Applicant violate any of the agreements and conditions in this application and should legal action be brought by the Authority to enforce such agreements and conditions.

8. Litigation

Applicant agrees that any legal action or proceeding between it and the Authority which arises out of, relates to, or is incident to the conduct of or operation of Applicant's business will be litigated only in the Circuit Court for the City of Norfolk or in the United States District Court for the Eastern District of Virginia, Norfolk Division.

9. Business Permit

Applicant's permit will authorize Applicant to discharge and pick up passengers at the Airport terminal in a vehicle as described in paragraph 5 of this section. Such permit shall not authorize Applicant to have an office or station on Airport property, to park rental cars on Airport property, to solicit business on Airport property, to pick up any passenger who has not already made arrangements with Applicant to obtain a rental car, or to operate rental cars on Airport property, all of which actions and activities are expressly prohibited by the Authority.

10. Advertising and Business Telephone

Applicant may advertise or place a business telephone on Airport property only with the prior written consent of the Authority, which consent the Authority may

withhold in its lawful discretion. Fees for advertising on Airport property or placing a business telephone on Airport property are not included in the fees set forth herein. Advertising and telephone fees, charges and locations must be negotiated separately by Applicant with the Authority or its agent.

11. Term

Except as provided in paragraph 12 of this section, Applicant's permit will be valid for a twelve (12) month period from the date of issuance.

12. Revocation of Permit

The Authority may revoke Applicant's permit for cause five (5) days after delivery of notice to Applicant either in person or by registered or certified mail, postage pre-paid. The term "cause" shall include but not be limited to:

- a. Breach or failure to perform any agreement or condition stated herein;
- b. Failure to make timely payment of amounts due to the Authority;
- c. Failure to obtain and maintain all permits, licenses and certificates required by any federal, state or local regulatory agency for Applicant to operate this service;
- d. Violation of federal, state or local laws or ordinances by Applicant or any officer or employee thereof;
- e. Violation of Airport resolutions, standards, ordinances, and rules and regulations by Applicant or any officer or employee thereof;
- f. Any act or omission of Applicant, or its employee, for the occurrence of any event which, in the sole opinion of the Authority, may result in an adverse effect upon business operations of the Airport or may impose a danger to public health, safety or welfare;
- g. Any evidence of insolvency or financial instability of Applicant, including without limitation, the making by Applicant of an assignment for the benefit of its creditors or the filing by or against Applicant of a voluntary or involuntary proceeding in bankruptcy.

13. Revocation of Permit-Sums Payable

In the event of revocation of Applicant's permit, all sums then owing to the Authority by Applicant shall immediately become due and payable, and Applicant shall cease forthwith all operations upon the Airport premises.

14. Application Fee

A fee of \$100.00 must accompany this application. A fee will be charged by the Authority for each renewal application for the permit sought herein. The fee will be used, in part, to defray the administrative costs of processing each application. No part of such fee shall be refunded in the event that the application is denied or the permit, if issued, is subsequently revoked.

15. Confidentiality

Applicant agrees that none of the information revealed by Applicant in connection with this application has been given in confidence and all or any part thereof may be used or disclosed by or on behalf of the Authority without liability of any kind.

Applicant's Name: _____

By: _____
(Signature of Applicant's Authorized Representative)

Name/Title: _____

Date: _____

NORFOLK AIRPORT AUTHORITY

By: _____
Wayne E. Shank, Executive Director

COMMONWEALTH OF VIRGINIA
STATE-AT-LARGE, to-wit:

Subscribed and sworn to before me on this _____ day of _____, 20__.

Notary Public

My commission expires:

BANK REFERENCE AUTHORIZATION

Date

Name of Bank

Address of Bank

Attention

Telephone Number

Email Address

Dear Sir or Madam:

I have notified the Norfolk Airport Authority that you are the representative handling our accounts at our primary financial institution. Please provide the Authority with any requested information about our accounts.

Applicant

Signature of Authorized Representative

Account Number(s)

MONTHLY REPORT
NON-TENANT RENTAL CAR OPERATOR
NORFOLK INTERNATIONAL AIRPORT

Month of _____

1. Total Gross Revenue For The Month: \$ _____

2. Commission Payment Due (Line 1 x .08): \$ _____

(NOTE: Commission Payments are due only after Gross Revenues exceed \$50,000.00 during the corresponding revenue year)

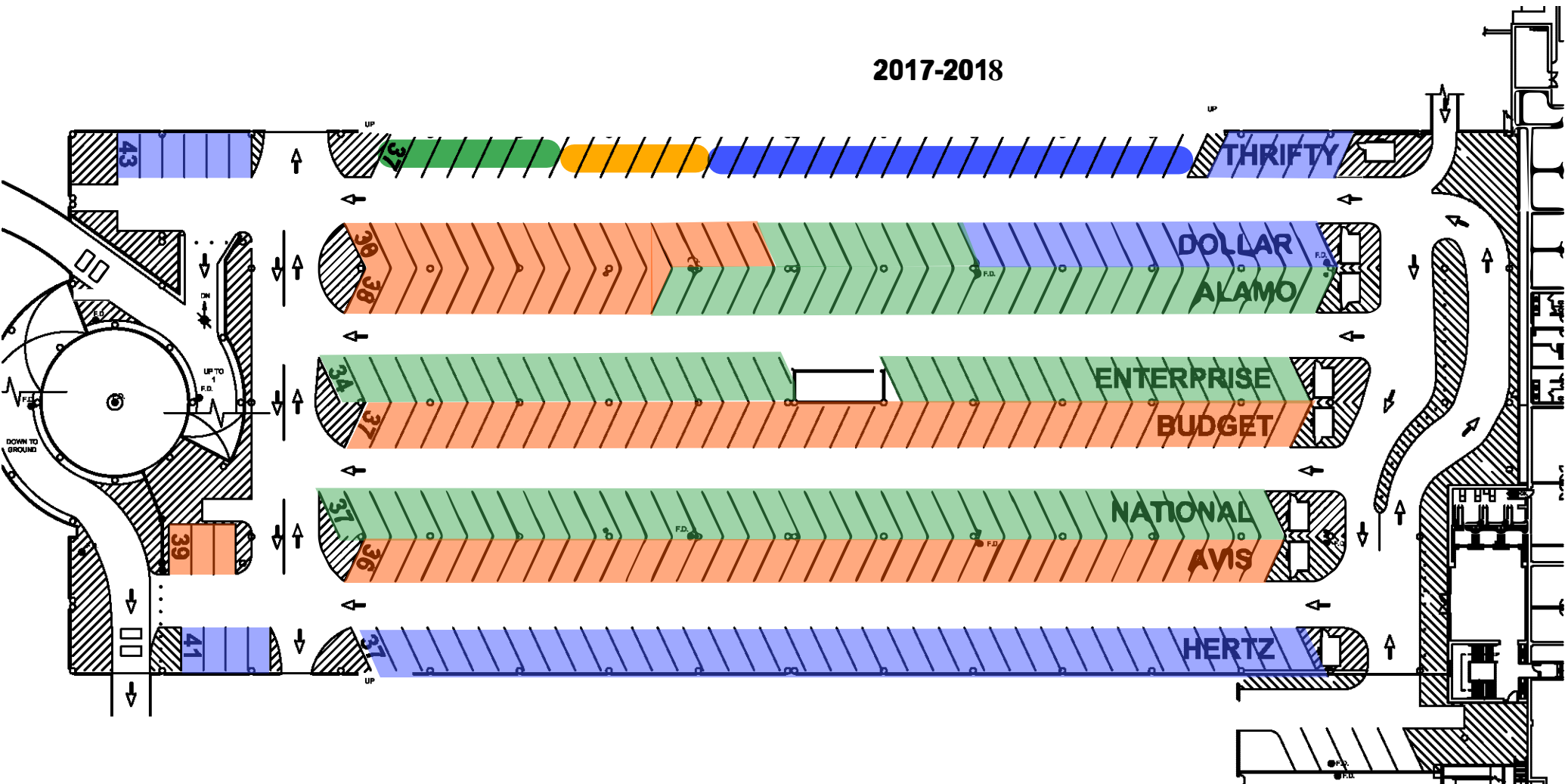
I certify that the above information is correct and accurate to the best of my knowledge.

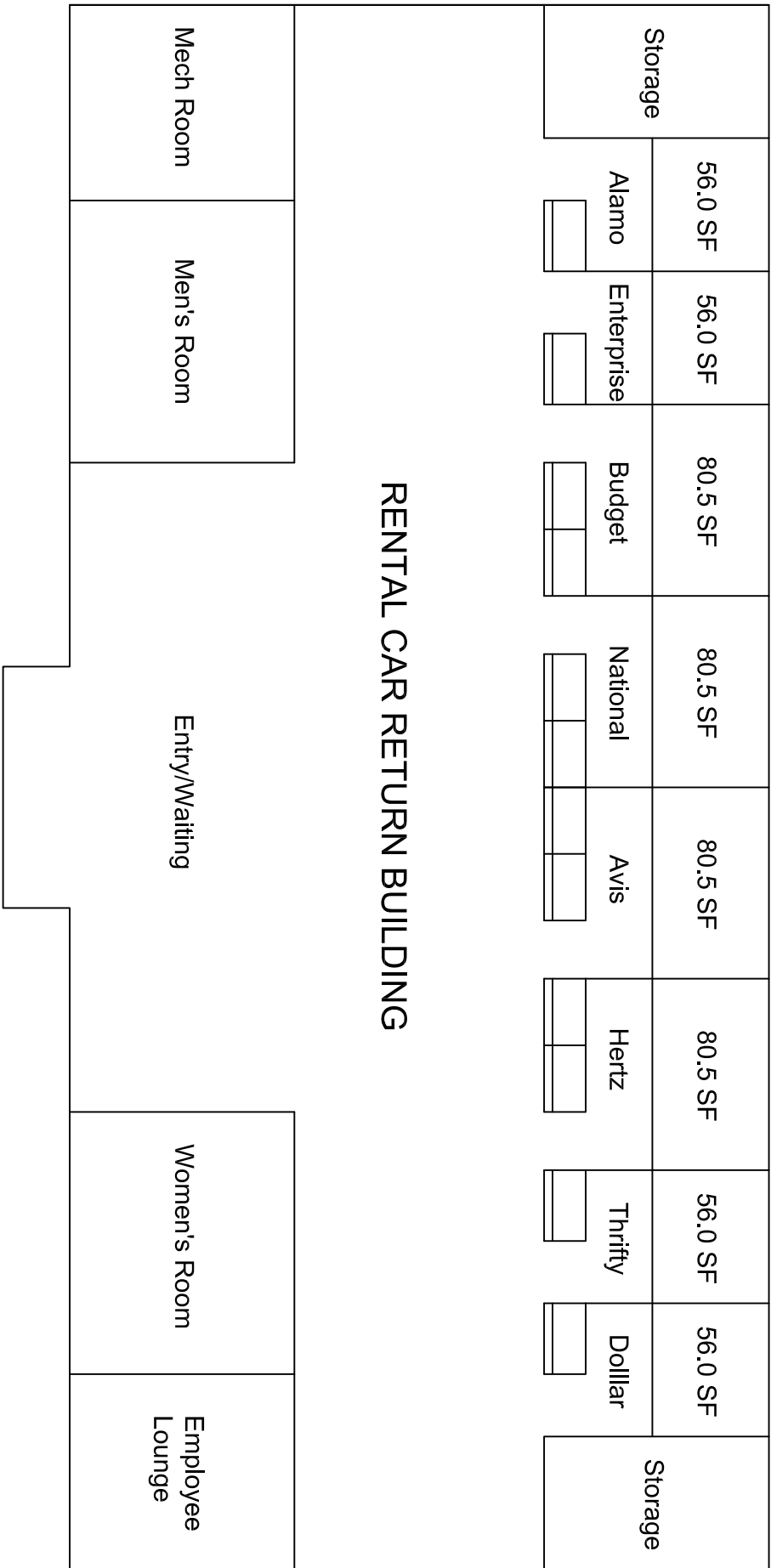
Signature of Authorized Representative

Printed Name

Title

2017-2018





**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
AIRLINE PASSENGER COUNT**

	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
2009 On	115,360	105,633	134,910	151,423	160,669	162,837	171,568	163,981	135,301	140,219	125,944	133,537	1,701,382
Off	121,369	106,420	140,024	149,872	162,581	161,540	171,428	162,558	136,936	138,985	127,498	128,863	1,708,074
Total	236,729	212,053	274,934	301,295	323,250	324,377	342,996	326,539	272,237	279,204	253,442	262,400	3,409,456
2010 On	107,290	100,773	126,766	138,647	148,586	159,741	171,140	168,657	136,044	139,622	130,796	131,225	1,659,287
Off	112,986	98,924	132,204	140,208	151,414	162,997	173,794	167,488	137,139	139,161	132,464	124,400	1,673,179
Total	220,276	199,697	258,970	278,855	300,000	322,738	344,934	336,145	273,183	278,783	263,260	255,625	3,332,466
2011 On	105,100	95,399	122,820	133,606	148,920	155,618	163,725	147,040	128,591	129,123	128,550	130,857	1,589,349
Off	110,740	95,403	128,195	134,749	153,800	156,188	164,207	148,650	128,505	129,263	128,190	126,149	1,604,039
Total	215,840	190,802	251,015	268,355	302,720	311,806	327,932	295,690	257,096	258,386	256,740	257,006	3,193,388
2012 On	103,685	102,617	127,113 *	135,020	146,555	160,184 *	165,161 *	165,843	135,345	132,640	135,214	135,837	1,645,214
Off	106,488	101,237	130,940 *	138,510	149,748	161,349 *	165,031 *	165,735	134,947	132,945	136,095	131,473	1,654,498
Total	210,173	203,854	258,053 *	273,530	296,303	321,533 *	330,192 *	331,578	270,292	265,585	271,309	267,310	3,299,712
2013 On	105,628	95,278	123,053	121,750	139,197	151,723	155,043	146,158	125,877	126,815	118,985	139,066	1,548,573
Off	108,409	95,982	120,320	131,651	142,504	151,572	155,195	149,313	125,652	128,189	122,527	132,468	1,563,782
Total	214,037	191,260	243,373	253,401	281,701	303,295	310,238	295,471	251,529	255,004	241,512	271,534	3,112,355
2014 On	101,537	95,067	119,704	127,571	141,353	140,381	139,916	135,731	118,377	122,200	114,377	120,936	1,477,150
Off	106,550	94,527	125,469	128,875	142,564	140,594	141,458	139,081 *	116,391	122,788	114,084	115,775	1,488,156
Total	208,087	189,594	245,173	256,446	283,917	280,975	281,374	274,812 *	234,768	244,988	228,461	236,711	2,965,306
2015 On	97,661	89,951	110,031	120,862	136,865	143,481	147,957	147,844	127,664	135,135	125,709	127,350	1,510,510
Off	102,756	88,881	114,041	121,692	137,760	143,710	151,146	146,905	129,952	134,986	128,039	124,029	1,523,897
Total	200,417	178,832	224,072	242,554	274,625	287,191	299,103	294,749	257,616	270,121	253,748	251,379	3,034,407
2016 On	104,199	98,591	122,566	128,874	150,222	151,112	155,869	150,074	135,780	136,129	133,426	133,075	1,599,917
Off	108,573	99,473	121,658	134,410	151,894	151,851	156,289	152,475	135,586	135,924	133,213	127,922	1,609,268
Total	212,772	198,064	244,224	263,284	302,116	302,963	312,158	302,549	271,366	272,053	266,639	260,997	3,209,185
2017 On	109,598	100,826	127,604	133,585	151,099	161,288	163,363	160,584	137,113	148,043	146,248	147,502	1,686,853
Off	113,417	100,981	129,855	137,381	152,034	160,452	165,758	161,871	134,427	149,833	144,789	143,251	1,694,049
Total	223,015	201,807	257,459	270,966	303,133	321,740	329,121	322,455	271,540	297,876	291,037	290,753	3,380,902
2018 On	109,909	110,407											
Off	112,128	107,948											
	222,037	218,355											

*Revisions: 2012 Mar Trans States-UA, May & June CommutAir-UA // 2014 Aug Southwest

**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
CAR RENTAL GROSS
FISCAL YEAR - 2017/2018**

Month	Deplane Passengers	Alamo (# of Rentals)	%	Avis (# of Rentals)	%	Budget (# of Rentals)	%	Dollar (# of Rentals)	%	Enterprise (# of Rentals)	%	Hertz (# of Rentals)	%	National (# of Rentals)	%	Thrifty (# of Rentals)	%	TOTALS
July	165,828	\$725,264.01 (2,848)	10.1%	\$1,303,015.33 (4,728)	18.2%	\$1,389,007.42 (5,060)	19.4%	\$343,761.28 (1,525)	4.8%	\$1,032,287.29 (3,673)	14.4%	\$1,303,507.27 (5,286)	18.2%	\$794,892.68 (3,914)	11.1%	\$273,184.14 (1,115)	3.8%	\$7,164,919.42 (28,149)
August	162,070	\$721,585.20 (2,966)	10.1%	\$1,231,983.38 (4,682)	17.3%	\$1,372,274.72 (4,544)	19.3%	\$442,056.60 (1,789)	6.2%	\$1,030,060.01 (3,836)	14.5%	\$1,219,854.68 (5,345)	17.2%	\$806,146.73 (4,430)	11.3%	\$286,198.95 (1,157)	4.0%	\$7,110,160.27 (28,749)
September	134,427	\$490,007.46 (2,615)	9.2%	\$953,156.67 (4,901)	17.9%	\$944,350.37 (3,864)	17.8%	\$331,370.36 (1,501)	6.2%	\$781,494.41 (3,501)	14.7%	\$936,136.55 (4,946)	17.6%	\$657,815.42 (3,796)	12.4%	\$222,724.25 (1,125)	4.2%	\$5,317,055.49 (26,249)
October	148,894 R	\$517,310.63 (3,002)	9.8%	\$935,786.25 (4,380)	17.7%	\$894,248.15 (4,111)	16.9%	\$353,062.46 (1,859)	6.7%	\$857,354.11 (4,100)	16.2%	\$767,248.37 (4,507)	14.5%	\$743,893.01 (4,387)	14.1%	\$209,377.23 (1,215)	4.0%	\$5,278,280.21 (27,561)
November	144,870	\$475,700.58 (2,352)	10.0%	\$886,324.96 (3,928)	18.6%	\$793,240.12 (3,439)	16.6%	\$330,163.39 (1,529)	6.9%	\$741,758.45 (3,595)	15.5%	\$729,869.65 (4,008)	15.3%	\$639,937.75 (3,930)	13.4%	\$173,492.80 (920)	3.6%	\$4,770,487.70 (23,701)
December	147,502	\$392,894.47 (2,269)	9.9%	\$682,054.40 (3,259)	17.3%	\$618,123.82 (3,012)	15.6%	\$249,562.16 (1,283)	6.3%	\$688,990.48 (3,263)	17.4%	\$561,051.46 (3,222)	14.2%	\$595,891.23 (3,601)	15.1%	\$161,661.50 (947)	4.1%	\$3,950,229.52 (20,856)
January	109,909	\$289,216.04 (1,881)	9.0%	\$541,611.40 (2,856)	16.9%	\$468,132.26 (2,162)	14.6%	\$181,345.31 (985)	5.7%	\$543,593.64 (2,760)	16.9%	\$504,882.38 (2,916)	15.7%	\$520,435.01 (3,252)	16.2%	\$160,277.40 (1,152)	5.0%	\$3,209,493.44 (17,964)
February	110,407	\$236,410.23 (1,491)	6.4%	\$707,181.34 (3,698)	19.2%	\$608,239.36 (2,889)	16.5%	\$202,663.74 (834)	5.5%	\$610,434.11 (2,964)	16.6%	\$563,173.49 (3,506)	15.3%	\$617,359.02 (3,696)	16.8%	\$132,386.05 (825)	3.6%	\$3,677,847.34 (19,903)
March			0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
April			0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
May			0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	-
June			0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	-
Totals	1,123,907	\$3,848,388.62 (19,424)	9.5%	\$7,241,113.73 (32,432)	17.9%	\$7,087,616.22 (29,081)	17.5%	\$2,433,985.30 (11,305)	6.0%	\$6,285,972.50 (27,692)	15.5%	\$6,585,723.85 (33,736)	16.3%	\$5,376,370.85 (31,006)	13.3%	\$1,619,302.32 (8,456)	4.0%	\$40,478,473.39 (193,132)

R-REVISED

**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
CAR RENTAL GROSS
FISCAL YEAR - 2016/2017**

Month	Deplane Passengers	Alamo (# of Rentals)	%	Avis (# of Rentals)	%	Budget (# of Rentals)	%	Dollar (# of Rentals)	%	Enterprise (# of Rentals)	%	Hertz (# of Rentals)	%	National (# of Rentals)	%	Thrifty (# of Rentals)	%	TOTALS
July	156,850	\$769,054.76 (3,554)	11.7%	\$996,442.47 (4,048)	15.1%	\$1,401,461.79 (5,135)	21.3%	\$252,759.39 (1,092)	3.8%	\$923,676.70 (3,835)	14.0%	\$1,147,884.31 (5,782)	17.4%	\$768,605.03 (4,157)	11.7%	\$333,167.97 (1,538)	5.1%	\$6,593,052.42 (29,119)
August	152,686	\$692,682.58 (3,514)	10.8%	\$930,309.97 (4,114)	14.5%	\$1,389,054.71 (5,013)	21.7%	\$235,891.86 (1,040)	3.7%	\$895,120.78 (3,801)	14.0%	\$1,204,331.83 (6,077)	18.8%	\$741,644.13 (4,307)	11.6%	\$314,131.65 (1,537)	4.9%	\$6,403,167.51 (28,403)
September	136,726	\$518,476.81 (3,126)	9.8%	\$923,173.67 (4,282)	17.5%	\$886,181.97 (3,865)	16.8%	\$179,457.62 (1,035)	3.4%	\$880,048.19 (3,793)	12.8%	\$1,066,406.58 (5,830)	20.3%	\$672,668.97 (4,279)	12.8%	\$339,851.23 (2,012)	6.5%	\$5,266,165.04 (28,232)
October	136,287	\$454,395.60 (2,527)	9.0%	\$880,730.18 (4,078)	17.4%	\$856,146.59 (3,821)	17.0%	\$199,184.39 (1,114)	3.9%	\$734,406.26 (3,362)	14.5%	\$921,306.62 (4,966)	18.2%	\$677,442.72 (3,799)	13.4%	\$328,308.23 (1,631)	6.5%	\$5,049,920.59 (26,298)
November	133,428	\$468,406.27 (2,721)	10.4%	\$735,508.49 (3,521)	16.3%	\$691,281.90 (2,855)	15.4%	\$174,580.21 (968)	3.9%	\$703,264.51 (3,412)	15.6%	\$770,985.48 (4,124)	17.1%	\$680,661.94 (3,853)	15.1%	\$278,629.74 (1,610)	6.2%	\$4,503,328.54 (23,064)
December	128,138	\$422,788.29 (2,481)	10.8%	\$647,209.45 (3,300)	16.5%	\$620,553.50 (2,894)	15.8%	\$155,484.99 (945)	4.0%	\$664,440.35 (3,008)	16.9%	\$652,376.10 (3,656)	16.6%	\$570,402.22 (3,400)	14.5%	\$195,407.87 (1,169)	5.0%	\$3,928,862.77 (20,851)
January	113,478	\$360,254.69 (2,176)	10.2%	\$534,153.20 (2,828)	15.2%	\$718,458.57 (3,393)	20.4%	\$168,398.69 (1,053)	4.8%	\$537,371.37 (2,498)	15.2%	\$580,486.99 (3,284)	15.9%	\$508,078.50 (3,164)	14.4%	\$138,662.48 (768)	3.9%	\$3,523,864.49 (19,164)
February	100,981 R	\$243,042.62 (1,787)	6.7%	\$508,992.89 (2,839)	14.1%	\$862,336.34 (3,694)	23.8%	\$170,687.52 (1,199)	4.7%	\$566,154.98 (2,606)	15.6%	\$570,101.09 (3,481)	15.7%	\$578,620.19 (3,697)	15.9%	\$121,185.48 (761)	3.3%	\$3,620,121.11 (19,944)
March	129,865 R	\$356,357.56 (1,826)	7.0%	\$754,543.71 (4,087)	14.8%	\$1,018,723.28 (3,801)	20.0%	\$229,403.18 (1,332)	4.5%	\$786,545.67 (3,218)	15.5%	\$904,875.98 (4,818)	17.8%	\$859,056.06 (4,515)	16.9%	\$177,649.17 (1,092)	3.5%	\$5,087,154.61 (24,489)
April	137,381 R	\$423,571.68 (2,080)	7.8%	\$1,058,988.27 (4,971)	19.8%	\$917,977.45 (3,760)	17.1%	\$242,447.70 (1,191)	4.5%	\$815,808.45 (3,217)	15.2%	\$994,134.23 (5,455)	18.6%	\$753,364.34 (4,305)	14.1%	\$146,555.50 (782)	2.7%	\$5,352,847.62 (25,761)
May	152,034	\$488,340.19 (2,423)	8.1%	\$1,326,660.32 (5,889)	21.9%	\$975,133.89 (3,789)	16.1%	\$239,316.11 (1,130)	4.0%	\$900,768.34 (3,457)	14.9%	\$1,151,299.65 (6,118)	19.0%	\$813,686.25 (4,833)	13.5%	\$151,912.24 (740)	2.5%	\$6,047,116.99 (28,179)
June	160,462	\$520,078.80 (2,129)	7.7%	\$1,495,313.71 (5,819)	22.3%	\$1,189,056.84 (4,793)	17.7%	\$264,838.42 (1,283)	3.9%	\$873,171.84 (3,224)	13.0%	\$1,240,871.75 (6,042)	18.5%	\$936,720.80 (4,764)	13.9%	\$197,014.31 (909)	2.9%	\$6,717,066.47 (28,963)
Totals	1,637,306	\$6,717,449.85 (30,344)	9.2%	\$10,793,026.33 (49,786)	17.4%	\$11,526,366.83 (46,613)	18.6%	\$2,512,460.08 (13,382)	4.0%	\$9,080,777.44 (38,429)	14.6%	\$11,186,060.61 (59,593)	18.0%	\$8,566,861.16 (48,773)	13.8%	\$2,720,475.87 (14,547)	4.4%	\$62,092,468.16 (302,467)

R-REVISED

**NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
CAR RENTAL GROSS
FISCAL YEAR - 2015/2016**

Month	Deplane Passengers	Alamo (# of Rentals)	%	Avis (# of Rentals)	%	Budget (# of Rentals)	%	Dollar (# of Rentals)	%	Enterprise (# of Rentals)	%	Hertz (# of Rentals)	%	National (# of Rentals)	%	Thrifty (# of Rentals)	%	TOTALS
July	151,164	\$604,603.86 (3,255)	10.4%	\$957,322.57 (4,224)	16.5%	\$1,170,156.24 (4,394)	20.2%	\$308,918.47 (1,368)	5.3%	\$729,587.53 (3,207)	12.6%	\$1,186,642.75 (6,220)	20.5%	\$675,207.56 (3,729)	11.6%	\$165,461.67 (720)	2.9%	\$5,797,900.65 (27,117)
August	146,905	\$619,604.41 (3,493)	9.6%	\$977,815.73 (4,416)	15.1%	\$1,411,008.48 (5,148)	21.8%	\$361,287.11 (1,805)	5.6%	\$840,077.95 (3,661)	13.0%	\$1,364,046.48 (6,559)	21.1%	\$719,563.47 (4,109)	11.1%	\$166,127.37 (837)	2.6%	\$6,459,531.00 (30,028)
September	130,037	\$487,616.73 (3,125)	10.4%	\$698,486.26 (3,823)	14.9%	\$955,064.55 (4,551)	20.4%	\$263,710.78 (1,584)	5.6%	\$576,222.91 (3,025)	12.3%	\$980,937.44 (5,612)	20.9%	\$609,010.69 (4,027)	13.0%	\$115,574.56 (661)	2.5%	\$4,686,623.92 (26,408)
October	135,185	\$466,576.38 (3,047)	9.9%	\$700,486.21 (3,737)	14.9%	\$826,991.69 (4,069)	17.6%	\$281,489.55 (1,605)	6.0%	\$639,295.50 (3,284)	13.6%	\$983,451.76 (5,290)	21.0%	\$681,678.59 (4,327)	14.5%	\$113,971.96 (647)	2.4%	\$4,693,941.64 (26,006)
November	128,180	\$375,614.81 (2,575)	9.1%	\$571,037.41 (3,062)	13.9%	\$831,174.33 (4,095)	20.2%	\$259,381.84 (1,675)	6.3%	\$650,446.17 (3,322)	15.8%	\$738,099.06 (4,179)	18.0%	\$564,869.34 (3,650)	13.7%	\$119,533.63 (707)	2.9%	\$4,110,156.59 (23,265)
December	124,096	\$330,958.23 (2,309)	9.4%	\$522,963.37 (2,894)	14.9%	\$704,065.02 (3,541)	20.1%	\$259,743.04 (1,907)	7.4%	\$518,180.35 (3,005)	14.8%	\$563,271.93 (3,269)	16.1%	\$506,196.08 (3,402)	14.4%	\$103,360.67 (785)	2.9%	\$3,508,738.69 (21,112)
January	108,647	\$321,839.28 (2,226)	9.9%	\$431,954.75 (2,402)	13.2%	\$683,832.90 (3,270)	21.0%	\$264,604.98 (1,695)	8.1%	\$436,697.21 (2,367)	13.4%	\$489,202.75 (2,818)	15.0%	\$511,284.48 (3,295)	15.7%	\$122,733.05 (767)	3.8%	\$3,262,149.40 (18,840)
February	99,473	\$285,058.91 (2,051)	8.2%	\$434,402.84 (2,570)	12.5%	\$813,542.71 (3,873)	23.4%	\$238,249.49 (1,529)	6.8%	\$456,188.66 (2,455)	13.1%	\$555,587.81 (3,364)	16.0%	\$560,882.33 (3,810)	16.1%	\$137,299.64 (962)	3.9%	\$3,481,212.39 (20,614)
March	121,825	\$392,935.97 (2,303)	8.6%	\$677,098.54 (3,441)	14.8%	\$933,792.70 (3,958)	20.4%	\$243,845.22 (1,209)	5.3%	\$642,508.00 (2,997)	14.1%	\$819,559.74 (4,626)	17.9%	\$676,623.42 (4,176)	14.8%	\$180,870.17 (1,085)	4.0%	\$4,567,233.76 (23,795)
April	134,414	\$388,079.11 (2,063)	7.5%	\$1,053,829.27 (5,046)	20.2%	\$944,837.18 (3,851)	18.2%	\$241,325.76 (1,080)	4.6%	\$688,773.83 (3,058)	13.2%	\$967,244.23 (5,552)	18.6%	\$727,438.46 (4,363)	14.0%	\$194,056.00 (995)	3.7%	\$5,205,583.84 (26,008)
May	151,894	\$523,860.50 (3,153)	8.6%	\$1,365,684.84 (6,015)	22.4%	\$1,071,549.17 (4,309)	17.6%	\$254,160.45 (1,158)	4.2%	\$712,269.67 (3,332)	11.7%	\$1,112,013.15 (6,191)	18.3%	\$808,692.27 (4,467)	13.3%	\$239,340.25 (1,247)	3.9%	\$6,087,570.30 (29,872)
June	151,917	\$541,441.69 (2,901)	9.4%	\$866,964.41 (3,915)	15.0%	\$1,294,241.53 (5,466)	22.4%	\$249,539.02 (1,300)	4.3%	\$785,348.94 (3,719)	13.6%	\$1,006,262.97 (5,487)	17.4%	\$751,006.98 (4,383)	13.0%	\$276,778.88 (1,805)	4.8%	\$5,771,584.42 (28,976)
Totals	1,583,737	\$5,338,189.88 (32,501)	9.3%	\$9,258,046.20 (45,545)	16.1%	\$11,640,256.50 (50,525)	20.2%	\$3,226,255.71 (17,915)	5.6%	\$7,675,596.72 (37,432)	13.3%	\$10,766,320.07 (59,167)	18.7%	\$7,792,453.67 (47,738)	13.5%	\$1,935,107.85 (11,218)	3.4%	\$57,632,226.60 (302,041)

returned, without interest.

The undersigned hereby designates the following contact information for notices to be delivered or mailed:

Name and title of the designated representative of the Offeror who is authorized to make representations and agreements with regard to this Proposal is: _____

The mailing address of Offeror is: _____

The telephone number of the Offeror is: _____

The facsimile number of the Offeror is: _____

The e-mail address of the Offeror is: _____

M. ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.