

ADDENDUM NO. 2
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 clarification of the RFP Addendum #1. These responses are hereby incorporated into the RFP documents of the Rental Car Service Concession Agreement.

1. Clarification Question:

Regarding ACDBE requirement for the Norfolk Airport Bid; Addendum 1 contained the Letter of Intent (attached) the Offeror is required to submit for each ACDBE firm that will participate in the Concession Agreement. Addendum 1, as noted below, requires the ACDBE and Offeror to sign the Letter of Intent.

The Letter of Intent does not provide a place for the Offeror's signature. What do you recommend?

Authority Response:

The Letter of Intent is to be signed by the ACDBE representative in the signature line.

2. Clarification Question:

Question & Answer #3. RFP Section 3.4.f was not waived. Subsection (f) requires us to provide the information requested in subsections (c), (d), and (e) of 3.4 for any of Offeror's officers, directors, partners, members, etc. that is an entity, which includes evidence that such entity is legally qualified to transact business in Virginia. Offeror's parent company is a corporation that is not incorporated under the laws of the Commonwealth of Virginia and does not transact business in Virginia. As this entity does not transact business in Virginia, we cannot evidence such.

Clarification: Section 3.4.f – Please confirm that if such entity does not transact business in Virginia, the requirements under subsections (c), (d), and (e) to provide evidence of this may be satisfied by an explanatory statement, along with evidence that the Offeror is legally qualified to transact business in Virginia.

Authority Response:

The Authority will accept an explanatory statement from incumbent operators as requested in the clarification question.

3. Clarification Question:

Question & Answer #7. Per Authority's Response to Question #7, the Proposal Form, Page P-2, Section D.2 is rewritten, but a revised Proposal Form was not provided. We require an updated Proposal Form reflecting the new MAG structure and minimum MAG, to input our MAG bid.

Clarification: Please provide the revised Proposal Form reflecting the updated MAG terms.

Authority Response:

Please replace pages P-2 and P-3 in the original RFP documents with the attached revised pages P-2 and P-3.

4. **Clarification Question:**

Question & Answer #7, #8. Authority's response to Question #7 indicates the MAG after Year 1 will reset at the greater of 90% of the actual Concession Payment in the preceding contract year, or the Year 1 MAG, but the first paragraph still refers to an "amount offered for each Contract Year."

Clarification: Please confirm we are required to bid a Year 1 MAG only, and MAG will reset thereafter, subject to the Year 1 minimum.

Authority Response:

Offerors are to submit a bid for Year 1 MAG only. The MAG for years 2-5 will be the greater of the Year 1 MAG or 90% of the actual concession payment in the preceding year.

5. **Clarification Question:**

Question & Answer #42. Further to our request that Concessionaires may use flexible branding of booths within our exclusive use space to most efficiently use the space and best serve our mutual customers. We believe it is in our mutual benefit for the Authority to consider any such requests from Concessionaires and approve at the Authority's discretion.

Clarification: Please confirm the Authority will consider Concessionaires' requests to utilize flexible branding within their exclusive use space, and approve any such requests at its discretion.

Authority Response:

Flexible branding of the booths is not authorized. Each brand will be assigned a dedicated booth.

Proposal By _____
(name of Offeror)

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's Request for Proposals for Rental Car Service dated as of March 15, 2018, and Rental Car Service Concession Agreement incorporated herein by this reference.

B. Full Name of Offeror: _____

C. Address of Offeror's principal place of business (not a post office box)

D. Offeror's Proposal.

In furtherance of this Proposal, if selected by Authority, the Offeror offers to pay to the Authority during the term of the Concession Agreement a Concession Fee equal to the greater of:

1. Ten percent (10%) of Gross Revenue as defined in the Concession Agreement, or
2. The Minimum Annual Guarantee hereinafter specified for each Contract Year. Insert a specific and definite numerical dollar amount offered for the first 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 Contract Years 2 through 5 will be the greater of (i) Ninety percent (90%) of the actual Concession Payment to the Authority in the preceeding contract year; or, (ii) the Minimum Annual Guarantee for the first contract year.

- E. The Offeror acknowledges that payment of the Concession Fee, in addition to any other possible charges required by the Concession Agreement, is subject to, and further explained by, all the other terms and conditions set forth in the Proposal Documents.
- F. This Proposal shall be irrevocable for a period of one hundred twenty (120) days after the Due Date.
- G. The Offeror hereby makes each and every representation and agreement required by the RFP and made by "Concessionaire" in the Concession Agreement.
- H. The Offeror agrees that (i) the Proposal and all information provided with the Proposal are property of the Authority upon their receipt by the Authority, (ii) none of the information, regardless of the form of communication, provided to the Authority by the Offeror, or its officers, agents or employees, has been given in confidence, (iii) all or any part of the information may be used or disclosed by or on behalf of the Authority without liability of any kind; and(iv) information given as a part of this Proposal will remain confidential only to the extent specifically claimed by Offeror in writing to the Authority and, at Offeror's expense,