

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

PROPOSALS DUE 2:00 P.M. (LOCAL TIME), Thursday, September 9, 2021

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 August 13, 2021. These responses are hereby incorporated into the RFP documents of the Rental Car Service Concession Agreement.

1. We respectfully request the Airport increase the minimum MAG required in this new RFP to the same 'no less than \$225,000/year Minimum Annual Guarantee' the current concessionaires 1. were obligated to meet in order to enter the market under the 2018 RFP and 2. upon which the existing Concessionaires' current MAG obligations are based.

Norfolk Airport Authority Response:

The Year 1 minimum MAG will remain at \$175,000 assuming a contract start date of October 1, 2021. This figure will be prorated should the start date occur after October 1, 2021. The designation of the \$175,000 Year 1 MAG is based on the following:

- a. The contract year remains August 1 – July 31.
- b. Year 1 will only be 10 months, assuming an October 1 start date.
- c. The new entrant will not have the opportunity to conduct business during August and September of Year 1. These two months are among our busiest for passenger activity and car rentals.
- d. The new entrant will only have less than two years to recover their startup expenses, versus the five years the incumbents have.

The Year 2 minimum MAG will be adjusted to \$225,000, which is the minimum MAG established in the RFP process for the existing agreements.

NOTE: A revised proposal form has been included in this Addendum. Proposals must be submitted using this form. Proposers must bid a Minimum Annual Guarantee (MAG) for year 1 as well as year 2.

End of Questions

Page C-17, Section 4.1.c. is revised to read as follows:

Concession Fee: Concessionaire shall furnish to the Authority, in a format and level of specificity approved by the Authority, a report of its total number of car rental contracts and Gross Revenue for the preceding calendar month, and shall simultaneously pay the Authority the Concession Fee of (i) the monthly prorated portion of the Minimum Annual Guarantee, or (ii) ten percent (10%) of Gross Revenue, whichever amount is greater. The Concession Fee is due and

payable, without notice from the Authority, not later than the twentieth (20th) day of the month immediately following the calendar month during which the business on which the fee is based occurred.

SECTION II

PROPOSAL FORM

RENTAL CAR SERVICE CONCESSION

NORFOLK INTERNATIONAL AIRPORT

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 July 23, 2021, 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 each the first Contract Year and second 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 One Hundred and Seventy-five Thousand Dollars (\$175,000.00) for

the first Contract Year and less than Two Hundred and Twenty-Five Thousand Dollars (\$225,000) will not be considered.

1st Contract Year, ending in 2022: \$_____

2nd Contract Year, ending in 2023 \$_____

- 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, determined by a court of competent jurisdiction to be exempt from public disclosure.
- I. Offeror's Representations and Warranties:

1. The Offeror hereby represents and affirms that the Proposal contained herein is in no way conditioned upon any predetermined level of aviation, passenger, or other business activity at the Airport, past, present, or future. Offeror has not relied on any representations of the Authority or its agents, either verbal or written, as to the level of business at the Airport before or during the term of the Concession Agreement, nor of any factors that might bear on such business potential, including without limitation the information provided on the Airport website or the exhibits attached or otherwise included in the Proposal Documents. The Proposal contained herein is based solely on Offeror's own knowledge of the market and the rental car business and its own assessment of the market potential at the Airport for such a concession.

2. The Offeror has read, understands and fully complies with all terms, conditions and provisions set forth in the Proposal Documents.

3. The Offeror is fully qualified and competent to successfully operate the Concession at the Airport. The Offeror will fully comply with all the requirements associated with doing so.

4. The Offeror has submitted an accurate and complete Proposal and has provided all the information requested by the Authority. The Offeror acknowledges that all of the information submitted by the Offeror and all of the warranties and representations made by the Offeror will be relied upon by the Authority. This Proposal is fully responsive to the RFP and meets or exceeds all the specifications contained in the RFP (unless otherwise expressly indicated by the Offeror in this

Proposal).

5. Neither the Offeror nor any of the Offeror's officers, directors, owners, employees, representatives or Controlling Parties has in any manner conspired, colluded or agreed, directly or indirectly, with any person, firm, corporation or other Offeror or potential Offeror to unfairly compete or compromise, in any way, the procurement process. The Offeror has not paid or agreed to pay, directly or indirectly, any person, partnership, company, association, organization, corporation or any other Offeror or any potential Offeror and has not paid any money or provided any other valuable consideration to any party for providing assistance in seeking acceptance of the Proposal or attempting to seek acceptance of the Proposal or to fix the proposed terms, conditions or provisions of this Proposal or any other Proposal of any other Offeror, and hereby states that no such money or other consideration will be hereinafter paid.

6. No Controlling Party, officer, director, owner, employee or representative of the Offeror is related by blood or marriage to any employee, officer or Commissioner of the Authority except as noted herein below.

7. Offeror hereby certifies for itself and each Controlling Party, and each officer, director, employee, and agent of Offeror who will be directly involved in the supervision, direction, management, or operation of the Concession, that no such individual or entity has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d) or any comparable laws or regulations. Offeror further certifies that no individual or

entity who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, will perform any work pursuant to the Concession or the Proposal Documents on the Authority property, unless the Offeror obtains the prior written approval of the Authority.

8. Offeror certifies that it has determined all requirements for permits, licenses, and certificates required by any regulatory agency (federal, state, and local) for Offeror to operate the Concession, and that Offeror has obtained or will be able to obtain all required permits, licenses, and certificates upon thirty (30) calendar days of receipt of the Notice of Intent to Award the Concession Agreement.

J. (Check the appropriate line) The Offeror DOES _____ DOES NOT _____ wish consideration as a Disadvantaged Business Enterprise.

The entire Proposal and all of the Proposal Documents, all papers required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Proposal.

L. Proposal Guarantee:

A Proposal Guarantee in the form of a cashier's check, a certified check or a bid bond issued by a surety authorized to do business in the Commonwealth of Virginia and made payable to the Authority, in the amount of \$5,000.00 accompanies this Proposal. Cash or other types of checks will not be accepted. The Proposal Deposit, which has been included with this Proposal, is submitted to the Authority by the Offeror with the full understanding that:

1. It guarantees that the Offeror will not withdraw its Proposal for a period of 120 calendar days after the Due Date. If the Proposal is accepted by the Authority, the Offeror will, in a timely manner, enter into the Concession Agreement with the Authority, provide all other required information and materials to the Authority and meet and/or perform all other obligations within 30 calendar days of written Notice of Intent to Award.
2. The Offeror's failure to enter into the Concession Agreement with the Authority, provide all other required information and other materials to the Authority, or meet and/or perform all other obligations within 30 days after the date of written Notice of Intent to Award shall be just cause for cancellation of the award by the Authority and the forfeiture of Proposal Deposit, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained by the Authority.
3. If the Authority cancels the Offeror's award as a result of the Offeror's failure, the Authority may, at its sole discretion, accept another Proposal or reject all Proposals.
4. If the award is not made to the Offeror, this Proposal Deposit shall be returned, without interest, after a Concession Agreement with the successful Offeror has been executed by the Authority.
5. If the Authority rejects all Proposals, this Proposal Deposit will be 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:

INTENTIONALLY LEFT BLANK

Witness the following signature(s):

SIGNATURE(S):

Printed Name of Offeror

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Witness

.....
If the Concessionaire is a partnership, **all general partners** are required to sign the Proposal and the Concession Agreement. If the Selected Offeror is a limited liability company, **all managing members** are required to sign the Proposal and the Concession Agreement. **Add additional signature pages as necessary.**

CERTIFICATE OF AUTHORITY & ACKNOWLEDGEMENTS

**IF OFFEROR IS A CORPORATION
OR LIMITED LIABILITY COMPANY**

I, the undersigned, as Secretary or Assistant Secretary of the Corporation or duly authorized representative of the Limited Liability Company submitting the foregoing Proposal, hereby certify that pursuant to the By-Laws and Resolutions of the Corporation or Operating Agreement of the Limited Liability Company, the agent who has signed this Proposal on behalf of the Offeror is authorized to do so.

Secretary or Assistant Secretary

(Corporate Seal)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2021, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he is the _____ of Offeror and that he signed his name thereto by authority of the Board of Directors or Members.

Notary

My Commission Expires: _____

My Commission Number: _____

**ACKNOWLEDGEMENT OF OFFEROR
IF A PARTNERSHIP**

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2021, before me personally came and appeared _____, known to me to be all the general partners of _____, who executed the same as and for the act and deed of said firm.

Notary

My Commission Expires: _____

My Commission Number: _____

**ACKNOWLEDGEMENT OF OFFEROR
IF A LIMITED PARTNERSHIP**

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2021, before me personally came and appeared _____, known to me to be all the general partners of the limited partnership of _____, who executed the same as and for the act and deed of said limited partnership.

Notary

My Commission Expires: _____

My Commission Number: _____

BANK REFERENCE AUTHORIZATION

_____ *Date*

_____ *Name of Bank*

_____ *Address of Bank*

_____ *Attn:*

_____ *Telephone #*

_____ *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.

Offeror: _____

_____ *Signature of Authorized Representative*

_____ *Account Numbers(s)*