



Columbus Airport Commission
3250 West Britt David Road
Columbus, Georgia 31909-5399
706.324.2449 Fax: 706.324.1016
flycolumbusga.com

September 16, 2016

To: All Interested Parties

Subject: ON-AIRPORT RENTAL CAR CONCESSION
Columbus Airport
Request for Proposal #2016-07
Addendum No. 5

Addendum No. 5 for the above referenced Request for Proposal (RFP) has been published. Please find the following changes as described and a section that answered questions submitted IAW the RFP at the end. This Addendum is made part of the RFP. All other requirements of the original RFP shall remain effective as published. **ACKNOWLEDGE RECIEPT OF THIS ADDENDUM BY INSERTING ITS NUMBER AND DATE IN THE PROPOSAL FORM.**

Note: Answers to relevant questions received from proposers are provided at the end.

IN ACKNOWLEDGING RECIEPT OF THIS ADDENDUM PROPOSERS UNDERSTAND THIS IS THE FINAL ADDENDUM TO BE ISSUED FOR THIS RFP. THE COMMISSION WILL NOT ACCEPT OR ACKNOWLEDGE ANY FURTHER COMMENTS, SUGGESTIONS OR QUESTIONS TO THIS PROPOSAL PACKAGE.

Page 1 -Revise opening paragraph: The Columbus Airport Commission is currently soliciting proposals from qualified rental car firms to provide rental car services for the Columbus Airport. Firms shall be granted non-exclusive rights to operate for a contract period of five (5) years, effective December 1, 2016 through November 31, 2021. The Commission has five (5) rental car positions in its terminal building. Proposals must be received no later than 2:00 PM on Monday October 17, 2016.

Page 1 – Revise fourth paragraph: If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on **October 17, 2016** by 2:00 p.m. to:

Columbus Airport Commission
3250 W. Britt David Road
Columbus, Georgia 31909-5399

General Provisions

Page 2- Revise Paragraph 1: All proposals, consisting of two (2) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than **2:00 p.m. on October 17, 2016**. Late proposals will not be considered and will be returned, unopened. Proposals will remain sealed and secured until the stated due date and time for proposal opening.

Page 2, Paragraph 8. Revise to read:

The Commission will accept one and only one proposal per vendor (See section on multi-branding Proposal Information Paragraph 11). Prior to opening, should the Commission received multiple submissions from one vendor the Commission may 1) contact the bidder to clarify which proposal is valid, or 2) reject all submissions from the vendor as unresponsive.

Page 5, Paragraph 28. Revise to read:

Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal and all issued Addenda. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the Commission during subsequent negotiations. The sample agreement contained herein is for reference to the anticipated terms and conditions governing the Commission and the successful proposer. A draft agreement incorporating comments/suggestions as applicable received during the proposal process to the sample agreement will be provided to the successful proposers for final negotiations. The Commission reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COMMISSION INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE AGREEMENT. The selected proposer will be asked to provide evidence that Commission insurance requirements have been met. See Exhibit "A" – Sample Commission Agreement.

Item 30: Revise Calendar of Events

RFP Available	May 2, 2016 on www.flycolumbusga.com
May 26, 2016, 10:00 AM	Pre-Proposal Conference
June 2, 2016, 5:00 PM	Questions Deadline
September 16, 2016	Final addendum issued
October 17, 2016, 2:00 PM	Proposals Due

October 24 , 2016	Contract negotiations begin
November 9 , 2016	Last date for negotiated contract
November 16, 2016	Commission considers new contracts
December 1, 2016	Contracts begin

Proposal General

Page 7, Paragraph 2. **AIRPORT INFORMATION.** Add following table.
Incumbent Gross Revenues FY 2013-2016

	Avis	Budget	Enterprise	Hertz	National
2013	\$1,376,665	\$879,536	\$1,691,151	\$1,802,040	\$1,249,092
2014	\$1,461,326	\$707,252	\$1,303,392	\$1,352,084	\$962,675
2015	\$1,459,663	\$885,654	\$1,383,295	\$1,311,177	\$1,167,958
2016	\$1,418,923	\$925,532	\$1,693,040	\$1,396,346	\$1,178,220

Page 8, Paragraph 6. **DBE PARTICIPATION.** Revise to read.

The Airport Commission encourages the participation of certified Disadvantaged Business Enterprises (DBEs) as primes, joint ventures, and/or sub-lessees on this concession Opportunity. In order to be counted toward the Airport’s overall Airport Concession DBE (ACDBE) goal program, the small businesses must be certified as an ACDBE by a certifying agency within the State of Georgia, in accordance with the federal regulations, 49 CFR Part 23. An ACDBE is defined as a "concession that is a for-profit small business concern that is: (1) at least 51% owned by one or more individuals who are both socially and economically disadvantaged...." and (2) "whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." A Small Business Enterprise is defined as: 1) a for-profit, small business concern which is at least 51% owned and controlled by one or more individuals who are citizens of the United States, or permanent resident aliens in the United States; 2) has a three (3) year average gross receipt, not exceeding, \$7 million; and 3) certified by the Small Business Administration (SBA), HRC or the CUCP. The Commission’s ACDBE program is under review, therefore proposers shall submit their ACDBE Plan to fulfill this requirement.

Page 9, Paragraph 7. **PROPOSER QUALIFICATIONS.** Revise paragraph title to read.
PROPOSER/MULTI-BRANDING QUALIFICATIONS

Page 9, Paragraph 7. **PROPOSER/MULTI-BRANDING QUALIFICATIONS.** Add following.
Multi-Branding.

Multi-branding at CSG will be allowed. Each Proposer shall be required to indicate in its response to this RFP the brand or trade name(s) under which it will operate. Those wishing to multi-brand will be required to bid for and work from a single counter, utilize a single ready and return parking space block and use one service center facility bay. Those proposers that multi-brand will be required to submit a minimum annual guarantee bid for each brand or trade name they propose to operate. Each brand or trade name will be required to report monthly to the Commission as its individual brand or trade name not combined with any other brand or trade name the Proposer may be allowed to operate during the term.

Multi-branding operations during the term shall only be permitted for those who bid multi-brands under this proposal. Proposers who have not bid multi-brands hereunder will not be allowed to operate as such during the term of any agreement awarded pursuant to this process. If a Proposer bids multi-brands its Minimum Annual Guarantee and Gross Receipts/Gross Revenues as identified in the sample agreement shall include the combined figures of both brands.

Proposers may bid to operate up to three (3) brand or trade names maximum. Any Proposer wishing to operate more than three (3) brands will be required to lease multiple counter/back office and ready/return areas. No more than a total of three brand or trade names may occupy any single counter, back office, ready/return space or Service Area bay. Under no circumstances shall Concessionaire operate its concession under more than a total of three (3) trade or brand names.

Any brand or trade names designated in the Proposers response to this RFP must be one hundred percent (100%) owned or controlled by Proposer. Concessionaire shall be prohibited from operating at the Airport under any brand or trade name(s) other than the brand or trade name(s) designated on the responses to this RFP.

Page 10, paragraph 9. **FACILITIES**, first paragraph revise to read:

There are five (5) rental car counters on the terminal first floor adjacent to baggage claim and the terminal main entrance. Spaces are approximately 330 square feet and include a front counter and private office. Attachment 1 identifies the locations of the counters in the terminal. Counter areas 1, 2, and 3 have 16 linear feet of space. Counter areas 4 and 5 have twelve linear feet of space. Complementary Wi-Fi is provided in the terminal free of charge but not as a dedicated service within the concession spaces.

Page 11, paragraph 10. **FEES AND CHARGES**, revise following to read

Minimum Annual Guarantee (MAG)/Gross Revenues: Monthly compensation to the Commission shall be the greater of the brand or trade name's minimum monthly guarantee (one-twelfth of the MAG bid by the brand or trade name proposer) or ten (10%) percent of gross revenue of the brand or trade name. The Minimum Annual Guarantee for each brand or trade name is \$50,000 per year.

Customer Facility Charge (CFC): Concessionaires operating at Columbus Airport shall be required to charge each customer a Customer Facility Charge of either \$2.00 per customer per day or some other charge deemed appropriate by the Commission on the advice of the successful proposers to execute the improvement plan discussed herein. All CFCs shall be used for improvements and/or expansion, as funding allows of rental car concession areas. The Commission reserves the right to use these funds for planning, financing, and/or construction projects, according to the Commission's best interests. Commission will meet annually with Rental Car Concessionaires to discuss RAC needs and CFC usage.

Page 11, paragraph 11. **ALLOCATION OF FACILITIES.** Revise to read:
Initial Allocation

Each Concessionaire will have one counter and associated office space in the terminal building (Attachment 1). Each company will have ready/return spaces in the designated parking areas near the terminal building (Attachment 2). Additionally, Each Concessionaire shall be assigned one bay and associated storage space in the Service Center Area (Attachment 3).

Counter Space

The location of counter /office space in the new terminal building will be awarded to the Proposers in rank order with the Proposer offering the highest minimum annual guarantee (MAG) having first choice, the Proposer offering the second highest MAG having second choice and so on. In the case of a multi-brand proposer, the MAG for this selection shall be derived by calculating the average MAG of all brands in the proposal. In the event of a tie the Airport Director shall flip a coin. These premises shall remain unchanged for the duration of the agreement.

Ready/Return Area

Each Proposer awarded a Concession shall be allocated a share of the ready/return parking spaces in the Ready/Return parking lots equivalent to the percentage derived by comparing its total MAG Proposal to the total of the all MAG proposals of all Proposers awarded Concession Agreements. In the case of a multi-brand proposer the MAG for this selection will be calculated by adding together MAGS of all brands to create the percentage. The precise location of each Concessionaire's parking spaces shall be determined and will be assigned to each Concessionaire by the Airport Director. The Commission reserves the right to relocate the Concessionaire's parking spaces due to operational changes on the Airport. In the event the total MAG Proposals of two (or more) successful Proposals are exactly the same, the Airport Director shall flip a coin. These premises may be subject to change annually.

Service Area

Allocation of service area space shall be determined in the same manner as Counter Space. Allocation of Service area expenses shall be divided among the Concessionaires in a similar manner as allocation of Ready/Return Spaces.

Subsequent Years Allocation

Ready/Return Area

Ready/Return parking spaces may be reallocated annually based on market share of each Concessionaire for the previous Commission Fiscal Year (July 1-June 30). A reallocation of spaces will be considered any year where any Concessionaire experiences a 4% change in its market share from the previous Commission Fiscal Year. A decision for reallocation will be made by the Airport Director upon consultation with the Concessionaires.

Page 13, add new paragraph 16. **IMPROVMENTS TO FACILITIES DURING TERM,**

During the pre-proposal meeting the requests for improvements to the existing rental car facilities were made. **The information below is for informational purposes only to assist proposers in crafting their bids. The Successful Proposer will ultimately negotiate with the Commission for desired improvements to the RAC facilities and repaying of the Commission's investment thereto.** Improvements requested were:

- a. Consolidate the two existing RAC Ready/Return lots into one facility.
- b. Improve/upgrade the existing service area.

Ready/Return Consolidation

Attachment 2 shows the two existing Ready/Return Lots (RRL) east and west of the main terminal building designated as Lot A and Lot B, respectively. Total capacity is approximately 126 parking spaces.

Figure 1 below is a concept that upgrades a portion of the Commission's long-term parking area into a single RRL with a capacity of approximately 198 parking spaces. The area in question is shaded pink. The project parameters would include:

- a. Installation of entry and exit facilities
- b. Pavement overlay and marking
- c. Installation of a pedestrian canopy from the terminal to the lot.

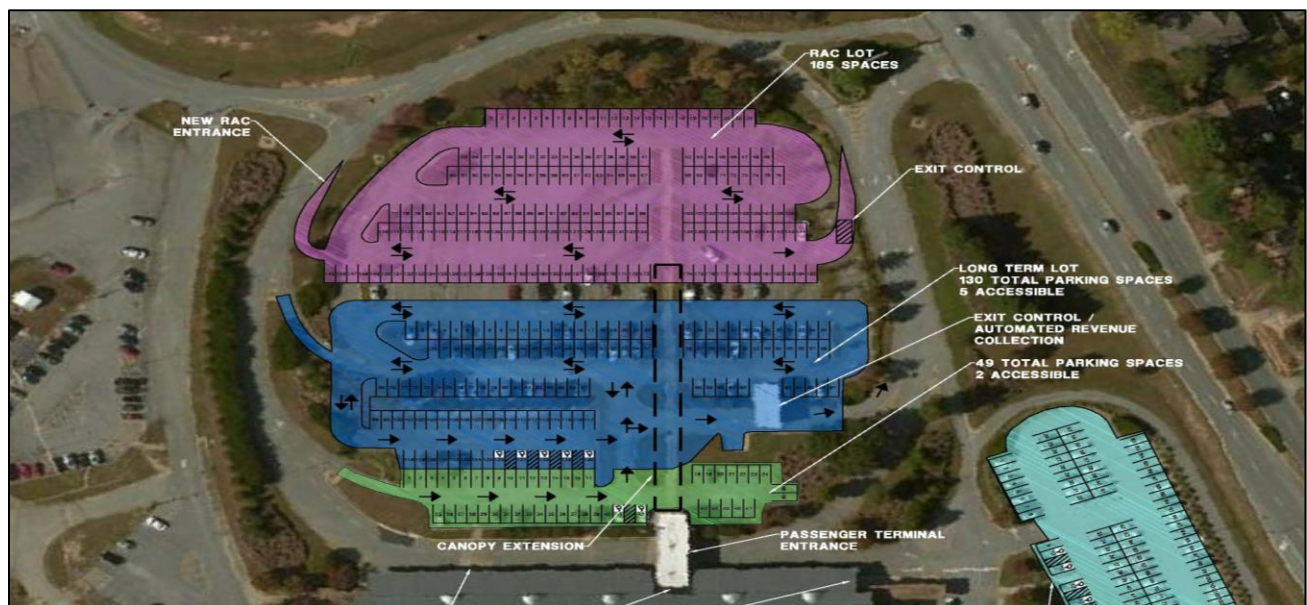


Figure 1: Ready/Return Lot proposal

This proposal is contingent on the RAC concessions abandoning the existing RRLs.

The engineer’s estimate for this work with contingency is approximately \$450,000.

Service Area Improvement

The concept of this project was to upgrade and expand the facilities and provide for “drive-through” operations on the existing service area site.

Analysis of the existing facility concluded that modifying the structure to meet the stated needs of the Proposers would not be possible. Figures 2 and 3 are concepts of a new service building in approximately the same location. The project parameters include:

- a. Site preparation
- b. Paving
- c. Drainage
- d. Construction of new building



Figure 2

The engineer’s estimate for construction of the new facility is approximately \$451,000. Any additional paving in the area would add to the expense.

Page 13, renumber original paragraph 16 to paragraph 17.

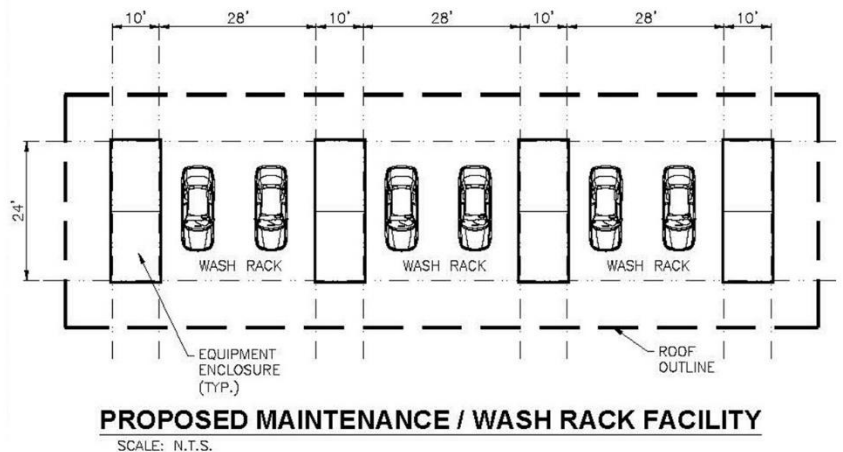
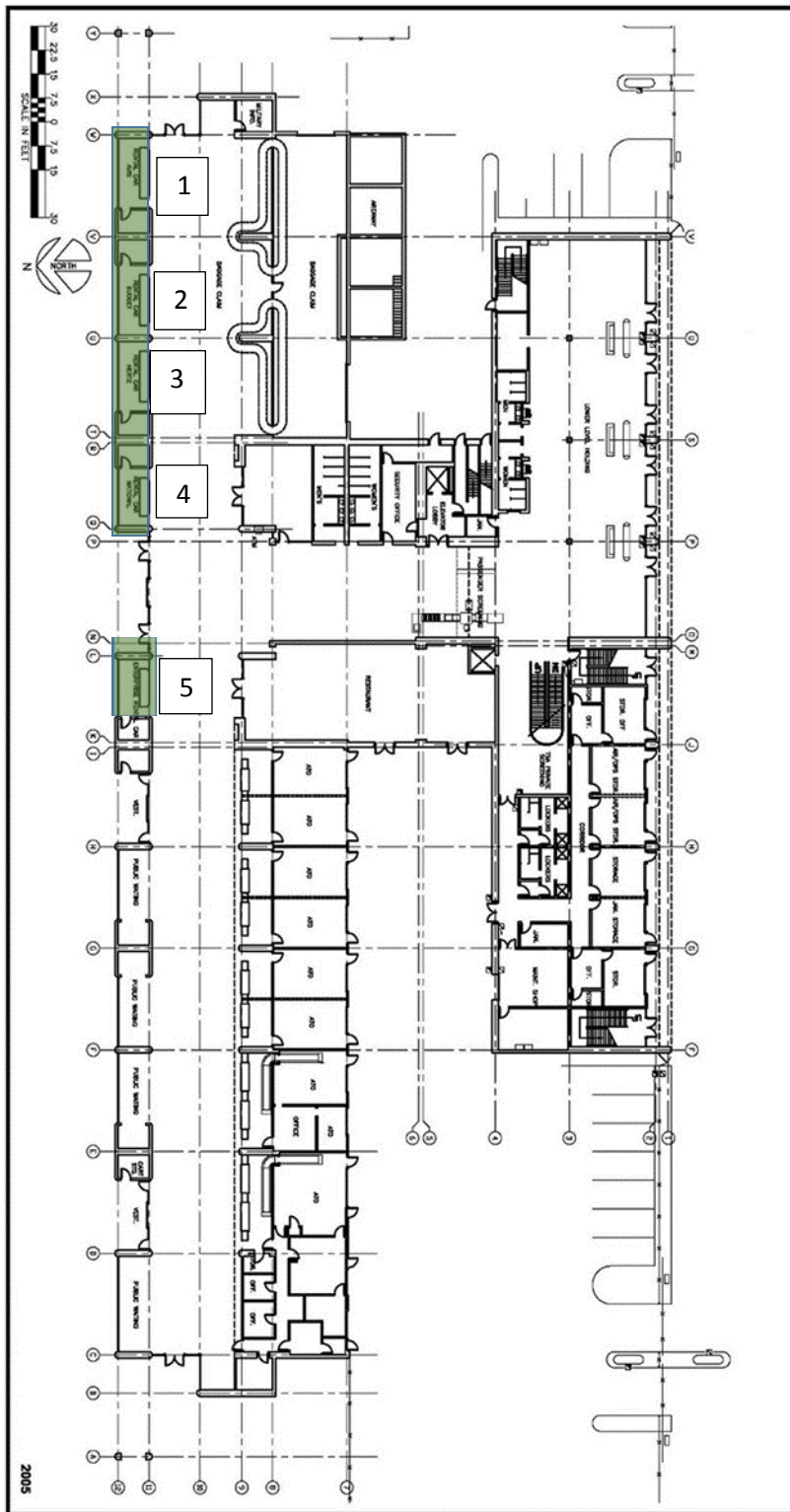



Figure 3

Page 14, Attachment 1: Terminal Space. Replace with:



 Rental Car Counters

Page 17, Attachment 4. **Questionnaires/Forms**, Replace form A with:

A. Proposal Form – Must be returned in its entirety with proposal

The undersigned, having examined this RFP and all related documents for the proposed non-exclusive operation of on-airport rental car concessions at Columbus Airport (CSG), Columbus, Georgia and having become familiar with the proposed sites therefor and operations thereof, hereby proposes to pay annually to the Commission during the five year term of the Non-Exclusive Rental Car Concession Agreement, the following minimum annual guarantee (cannot be less than \$50,000 per year per brand). Undersigned understands:

Minimum Annual Guarantee:

Amount in words _____

Amount in numbers _____

Please list brand(s) under which you intend to operate. Be sure to include evidence of 100% ownership interest or authorization to operate the brand. If multiple: for each brand, provide evidence of 100% ownership interest or authorization to operate.

Supply the following information.

Entity Name/Address for contract: _____

Manager Name _____

Describe number of personnel and positions intended for Columbus.

Any outstanding judgments/bankruptcies in the last 5 years? Yes ___ No ___.

If yes, attach explanation.

Proposer intends to operate business as:

() Corporation () LLC () Partnership () Sole Proprietor

() Other – Explain _____

Contact Person _____ Email _____ Phone _____

If CORPORATION, or a corporation-in-formation, please complete the following:

1. When incorporated? _____ 2. Where incorporated? _____

3. Is corporation authorized to do business in Georgia? Yes () No ()

If so, as of what date? _____

If LIMITED LIABILITY COMPANY, or an LLC-in-formation, please complete the following:

1. When formed? _____ 2. Where formed? _____

3. Is the LLC authorized to do business in Georgia? Yes () No ()

if so, as of what date? _____

If PARTNERSHIP, please complete the following:

1. Date of organization _____ 2. General Partnership () Limited Partnership (). Has the partnership conducted business in Georgia? Yes () No ()

If JOINT VENTURE, please complete the following:

1. Date of organization _____ 2. Has the JV done business in Georgia? Yes () No ()

If SOLE PROPRIETORSHIP, please complete the following:

1. Proprietor name/address:

3. Company name/address:

4. Length of time in business under this company name _____

DBE PLAN

Proposer shall provide its ACDBE plan.

PROPOSERS SIGNATURE

The undersigned agrees to execute a formal Rental Car Concession Agreement.

Undersigned acknowledges premises in the terminal building at the Airport proposed to be devoted to this concession and the layouts of other proposed Rental Car concession premises, have been inspected by the undersigned, who has become thoroughly familiar herewith and with the proposed method of operation. The undersigned further:

1. acknowledges the right of the Commission in its sole discretion to reject any or all proposals submitted, and that an award may be made to a Proposer other than one

of the highest monetary Proposers if all other conditions and requirements are not met;

2. acknowledges and agrees that the discretion of the Commission in selection of the successful Proposers shall be final, not subject to review or attack, and
3. acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the Commission has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the Commission of any and all information sought in such inquiry or investigation.

Dated this _____ day of _____, 2016.

Signature of Proposer: _____

If an individual: _____

Doing business as: _____

If a partnership: _____

Doing business as: _____

By: _____

(General Partner)

If a corporation: _____

By: _____

Title: _____

If a limited liability company: _____

By: _____

Title: _____

Address of Proposer: _____

Telephone: _____

Page 21, Attachment 4. **Questionnaires/Forms**. Form B change first sentence to read:

B. References Form – Must be returned in its entirety with proposal. Incumbent proposers need not complete this form.

Page 22, Attachment 4. **Questionnaires/Forms**, Replace form C with:

C: ACKNOWLEDGEMENT OF ADDENDA

Addendum No.1 Signature_____Date_____

Addendum No. 2 Signature_____Date_____

Addendum No. 3 Signature_____Date_____

Addendum No. 4 Signature_____Date_____

Addendum No. 5 Signature_____Date_____

Addendum Overview

Addendum 1: Modify Concession contract period, RFP due date, Calendar of events.

Addendum 2: Modify Concession contract period, RFP due date, Calendar of events.

Addendum 3: Clarify submission copies required, final addendum due date, Calendar of events.

Addendum 4: Modify RFP due date, Calendar of events.

Addendum 5: Modify Concession contract period, RFP due date, Calendar of events.

Questions from Proposers:

1. 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?

The Commission has no agreement with any off-airport operators.

2. In recent years, there have been a number of 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 company's offer. These car sharing companies/services have membership fees. If Commission intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the Commission is collecting a portion of these membership fees along with the off-airport revenue percentage fee.

The Commission is aware the car sharing was taking place in Alabama but that the program came to an end. At this point in time the Commission is not aware of any such operators in the Muscogee County area.

3. Please confirm that if you accept fewer than 5 Proposals, 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 believe the language in the General Provisions paragraphs 1 and 17 already address this question.

4. Please confirm that no additional brand can be added to any proposer's concession agreement during the term of the agreement and that Concessionaire may only operate the brand or brands that it specified in its proposal.

Please refer to paragraph 7 of the Proposal General Section

5. Please confirm that Proposers are allowed to submit dual-branded and multi-branded bids (operate more than one brand out of one concession).

Please refer to paragraph 7 of the Proposal General Section

6. Please confirm that all of 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 any and all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement.”

See addition to General Provisions paragraph 28.

7. Regarding the requirement to mark/label our bid proposal envelope, in order to uphold the integrity of the RFP process, will Commission please eliminate the requirement to include company’s name on the label?

The Commission does not see how the integrity of the process could be compromised by this requirement.

8. In the interest of good green policy and conserving paper, we request only one (1) original be required. If copies are required, we request only one (1) copy.

Only two hard copies were requested in paragraph 1 of the General Provisions. An error was made in the previous addendum regarding copies.

END OF ADDENDUM No. 5