



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

QUESTIONS & ANSWERS

Q1. We understand Federal Aviation Administration set the ACDBE/DBE participation goal of 1.23% but is it possible for the goal to increase to 5%?

R1. No.

Q2. Or create a separate solicitation for small businesses: 1 counter 50-200 cars 15% ACDBE/MBE participation goal. The first year of the contract 50-75 cars, 2nd year 100 cars, 3rd year 200 cars until the end of the 10 years term.

R2. A set-aside solicitation for this scope of services is generally prohibited.

Q3. If is not possible to do neither option can section 6 maximum points increase to 10-15 points?

R3. JAA is comfortable with its assignment and/or allocation of points in this matter.

Q4. MAG: Per Addendum No. 3, Responses R54 and R75 are contradictory. In Article 1, the RFP clearly states that Proposers are to submit one proposal per company with a single Minimum Annual Guarantee (MAG) number.

The industry standard, custom and practice under a family-branded concession agreement includes a consolidated Minimum Annual Guarantee (MAG) regardless of the number of brands (usually up to 3 brands); therefore, it is not necessary, fair or reasonable to require a MAG per brand under a single concession agreement. With the traditional and customary "one MAG per concession" structure, the Authority can easily and more efficiently administer monthly reporting, annual reconciliations, and annual space reallocation reviews among rental car concessionaires. Simply stated, the airport standard is to require one MAG amount per concession agreement regardless of the number of brands operated from the concession.

QUESTION: Will the Authority please confirm that each Proposer is required to submit the industry standard of "one MAG per Concession", as opposed to separate MAGs for each brand?

R4. Confirmed. One MAG per Entity, with a maximum of 3 brands.

JAA is amenable to the following options:



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- (1) (1) Entity with a maximum of 3 brands with (1) MAG no less than \$1 million dollars and separate Statement of Gross Revenues for each brand.**
- (2) (1) Entity with a maximum of 3 brands with (3) separate MAG'S for each brand but with a combined aggregate of \$1 million dollars for the MAG and separate Statement of Gross Revenues for each brand.**
- (3) (1) Entity with a maximum of 3 brands with (2) separate MAG's but with a combined aggregate of \$1 million dollars for the MAG and separate Statement of Gross Revenues for each brand.**

Q5. Ready Return Space Premises: There are currently nine (9) brands operating out of the existing undersized rental car Ready Return (R/R) Premises from only 744 R/R spaces. These 9 brands are heavily constrained within the current R/R Premises area as it stands today. Adding more brands into an already undersized and constrained rental car R/R Premises area will only make it more challenging to operate at JAX. Further, this could lead to considerable customer service and safety issues for customers and our employees, including but not limited to: i) longer wait times exiting the garage; ii) delays for rental car and public parking customers entering the garage; and iii) more shuttling of vehicles to and from the QTA/Service Facilities creating more congestion on terminal roadways.

QUESTION: To avoid significant operational and customer service safety issues, will the Authority please maintain the pre-existing number of brands allowed to operate from 744 R/R spaces (e.g., no more than 9 brands)?

R5. No. JAA acknowledges that the Ready Return (R/R) Premises is currently operating at capacity based on current customer demand but not specifically due to the number of brands offered. It is anticipated but not guaranteed that modifications to, and possible expansion of, the existing facilities may be undertaken at some point during the term of the agreement, should future demand warrant it.

Q6. Initial Allocation and Award of Ready Return Space Premises: As discussed during the Pre-Proposal Meeting on October 6, 2022, and per Addendum No. 3 response R13, we contend that it remains unfair and unreasonable to allocate R/R space in a manner other than MAG bid share. As mentioned, R/R space is already significantly constrained here. The standard and custom with airport RFPs is to initially allocate space by MAG bid share. If space is not allocated by bid share, there is significant risk of successful proposers experiencing operational challenges - which include the aforementioned risk of customer service safety issues along with increased terminal roadway traffic due to more shuttling of vehicles in and out of the garage.

For illustration purposes, we wanted to provide an example of how this initial allocation treatment for automatically allocating new entrant space would unfairly impact the remaining, already constrained, spaces to other successful proposers within the overall R/R Premises area at a total of 744 R/R spaces:



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- 60 spaces – New entrant A
- 60 spaces – New entrant B
- 218 spaces – Incumbent Company X (35% of 624 remaining spaces)
- 250 spaces – Incumbent Company Y (40% of 624 remaining spaces)
- 156 spaces – Incumbent Company Z (25% of 624 remaining spaces)

QUESTION: Will the Authority please follow the standard initial allocation methodology and award the 744 R/R spaces based solely on MAG bid share?

R6. No

Q7. During the pre-bid JAA staff indicated that there would be a process whereby interested proposers would be shortlisted to negotiate remaining business terms including counter allocations, etc. In order for that negotiation to be on equal footing, please confirm that in the event a shortlisted respondent and JAA cannot reach an agreement on business terms, the shortlisted respondent may withdraw its proposal and have no further commitment to JAA.

R7. The negotiation process is well-established and will be conducted consistent with Florida law and JAA's Procurement Code, whereby JAA will begin contract negotiations with the top-ranked firms. Should JAA be unable to negotiate a satisfactory contract with any top-ranked firm, negotiations with that firm will be terminated. JAA will then initiate negotiations with a lower-ranked but qualified firm, and so on.

Q8. Upon expiration of the question due date, will JAA please inform the concessionaires if there are any forthcoming Addenda addressing unanswered questions? If all questions have been answered to that point, it would be helpful to all interested parties to know that no additional Addenda are forthcoming at that point.

R8. Yes, we will inform respondents when the final addendum has been issued.

Q9. In Addendum #3, JAA indicated it intended to "level the playing" field with car sharing and peer-to-peer rental car companies; however, a search conducted today on Turo's website indicated that several vehicles were offered for delivery to JAX. Please confirm JAA will engage with Turo and any other car sharing and peer-to-peer rental car company operating at JAX to ensure that all transportation providers are operating on equal footing.

R9. Yes, JAA is open to negotiate with future car sharing and peer-to-peer rental car companies in order that all similarly situated transportation providers are operating legally, under fair terms and conditions, and through an agreement with JAA.



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- Q10. While we appreciate the financial relief JAA provided to the rental car companies during the COVID pandemic, there is no guarantee that those at JAA who agreed to provide the previous relief will even work for JAA during the next pandemic and as such only the contract governs. As such, we ask that JAA reconsider its previous position removing all MAG abatement language and provide Concessionaires a safety net in the event of a significant downturn.
- R10. **No. This was addressed in R55 in prior Addendum.
During the Covid-19 Pandemic, JAA provided rent relief beyond what was required in the Agreement and more beneficial to the concessionaires than what was contractually required. In the event of a future Pandemic or catastrophic event, future MAG abatements or MAG suspensions would be considered on case-by-case basis.**
- Q11. Please clarify the Response #71 whereby JAA indicates a Concessionaire can operate "a maximum of 3 (brands) and does not include entities not directly affiliated with Concessionaire's corporate identity." Does that mean a Concessionaire can operate three of its own brands as well as an unlimited number of brands as long as those brands are operated pursuant to an affiliate program, partnership, joint venture, etc.?
- R11. **No, the maximum number of brands is 3, per Concession Agreement. See Airport Rental Car Lease and Concession Agreement, section 4.5.
Also, please reference R4 above.**
- Q12. 1.01. Will the public opening of proposals occur immediately upon expiration of the bid due date? If not, please provide the date and time for such opening?
- R12. **Yes, the proposals will be opened November 17, 2022 at 2:00 pm.**
- Q13. 1.07. The IFB document references submission of materials "bound in a single volume." Please confirm all materials are to be submitted electronically via the Demandstar platform.
- R13. **All materials and documents pertaining to your submission must be submitted electronically via the DemandStar platform.**



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- Q14. 1.10. The subjective nature of the Responsible Respondent Criteria is inherently problematic and open to unnecessary interpretation. We kindly request that JAA use those factors to qualify proposals (i.e., each criteria is graded in a pass/fail manner) and that those successful proposers are those who pass all criteria. At that point, the amount of bids would be the only criteria used to rank successful proposers.
- R14. **No. The review and evaluation process will be handled by Procurement and the evaluation committee.**
- Q15. 1.10. Please confirm that a company who operates multiple brands at JAA must submit a single bid for the operation of all owned brands and that a company is prohibited from submitting more than one proposal even if each proposal includes different brands (i.e., Company A cannot submit a proposal for Brand A and a separate proposal for Brand B).
- R15. **Correct. Reference R4 above.**
- Q16. 1.12. Please confirm that The Hertz Corporation and DTG Operations, Inc. each are not in arrears on any existing agreement with JAA.
- R16. **As of 10/19/22-The Hertz Corporation and DTG Operations, Inc. are current.**
- Q17. 1.13. Please confirm JAA's discretion to waive minor irregularities does not extend to the waiver of the minimum required guarantee.
- R17. **Correct. A proposal that does not include a minimum required annual guarantee would not be considered responsive to this solicitation.**
- Q18. 3.02. JAA's position that it can grant an unlimited number of concessions pursuant to the IFB is inequitable as it robs all interested parties from properly assessing the opportunity because there is no limit to the number of competitors. Please provide a definitive number of concessions so interested parties can properly assess the opportunity.
- R18. **The Authority is not limiting the number of proposals. Pursuant to Section 1.11 of the solicitation, JAA reserves the right to short-list the number of respondents prior to final selections.**



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- Q19. 3.02. Please confirm that JAA will, at a minimum, ensure that successful proposers will receive their proportionate share of counter and office space (to the extent it is physically possible), in accordance with the proportion of each proposer's bid to the total of all bids.
- R19. The minimum required square footage in the Ticket Counter area is 300 square feet per brand. The JAA reserves the right to continue the existing concessionaires in their existing Assigned Premises, with or without reason.**
- Q20. Proposal form: If interested parties are required to bid by brand families, why does the IFB include an opportunity to submit more than one MAG? Please confirm that the total MAGs bid for each proposal need meet the minimum bid requirement and not each separately stated MAG.
- R20. Please refer to R4.**
- Q21. Proposal form: Please confirm that if a company which currently operates multiple concessions and multiple service facilities at JAX is required to submit a single bid as a family brand, such company will be allowed to retain all of its service facilities.
- R21. Yes, entities will be allowed to retain their service facilities which are structured separately under building/ground lease agreements.**
- Q22. Agreement 7.5. Occasionally we change vendors who provide services such as toll processing. As such, please remove the requirement to obtain JAA approval prior to renaming such products when they have no accounting impact.
- R22. Article 7.5 refers to changing the name of the service or product to avoid paying for Percentage Fees, not changing vendors.**
- Q23. Agreement 7.7. Please confirm Concessionaire is not required to submit ACDBE utilization efforts on a monthly basis which is administratively burdensome. Please make this an annual requirement.
- R23. Monthly reports are required.**



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- Q24. Will the Authority please confirm Proposer names, brands and MAG amounts will be read aloud during the public opening?
- R24. Only proposer names and mandatory criteria will be read aloud during the public opening.**
- Q25. RFP Sec. 1.09.A – Mandatory Respondent Criteria: Will Authority please confirm that submission of this criteria (in RFP Sec. 1.09.A) is satisfied by including it in a narrative response to Section 1.10 – SECTION 1 Experience / Qualifications / Background?
- R25. Each Respondent must provide a general acknowledgement on company letterhead and provide additional written documentation for the mandatory respondent criteria.**
- Q26. RFP Sec. 1.09.A – Mandatory Respondent Criteria: Will Authority please confirm that submission of this criteria (in RFP Sec. 1.09.B, 1 and 2) is satisfied by submitting Article V – Proposal Form and initialing and completing A.2.a and A.2.b on that form, and that no additional documentation is required to acknowledge 1.09.B.1 and 1.09.B.2 other than the Proposal Form?
- R26. Yes, those can be acknowledged on the Proposal Form (Article V).**
- Q27. RFP Sec. 1.09.A – Mandatory Respondent Criteria: Will Authority please confirm that submission of a statement of existing service/storage facility and continued operation from that current facility (in RFP Sec. 1.09.C) is satisfied by submitting Article V – Proposal Form and initialing A.3 on that form, and that no additional statement is required other than the Proposal Form?
- R27. Respondents that are not currently under contract with JAA must submit a statement on company letterhead, signed by an authorized company representative, that Respondent will be able to construct a Service and Storage Facility with the Minimum Capital Expenditure not less than \$2,000,000.00, as specified in Article III, Scope of Services. Incumbent Respondents shall submit a statement on company letterhead, signed by an authorized company representative, that Concessionaire: (i) has an existing Service and Storage Facility that it currently operates on Airport property; and (ii) agrees to continue to operate the same during the term of the Agreement.**



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

Q28. RFP Sec. 1.12 – Disqualification: Will the Authority please confirm that Enterprise Leasing Company of Florida, LLC is not in arrears or default upon any debt or contract to the Authority?

R28. As of 10/19/22-Enterprise Leasing Company of Florida, LLC is current.

Q29. RFP Sec. 1.20, 2nd para. – Evaluation and Award: Will the Authority please clarify that “price points” means MAGs?

R29. No

Q30. RFP Article II – General Conditions: Will the Authority please confirm that if any of the conditions outlined in Article II conflict with those stated in the Concession Agreement, that the Concession Agreement prevails?

R30. The general conditions outlined in Article II should match the terms & conditions provided in the Concession Agreement. However, in the event of any inconsistency between the two, the Concession Agreement as executed between the parties shall prevail.

Q31. RFP Sec. 2.02 – Scope of Services and Changes in Services. As to the statement “Contract will be adjusted”, MAGs proposed, and facility rents (counter/parking) currently established in the proposed new Concession Agreement should not be subject to modification.

Will the Authority please confirm that the MAGs proposed, and the rents set forth within this RFP are not subject to modification?

R31. Correct. The MAG proposed for the first year along with the facility rents set forth in the RFP are not subject to modification as it pertains to Section 2.02 of the RFP.

2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES

The services to be provided under this resulting Contract are specified in Article III, Scope of Services, with descriptions of the tasks to be completed, the reports to be furnished and other Contract requirements. JAA, without invalidating the Contract, may request additional services or make changes by altering, adding to, or deducting from the services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the services and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

- Q32. RFP Sec. 2.06 – Insurance. Our Risk Management team has reviewed the insurance provisions and recommended language modifications.
Will JAA please modify the RFP language in Sec. 2.06 accordingly?
- 2nd sentence of 2nd paragraph – Please strike this sentence and replace with: *["The policy shall contain Product/Completed Operations, Contractual Liability, Cross Liability."]*
 - Under Cyber Liability Insurance, 2nd sentence – Notice for cyber is not a commercially available option so this language should be stricken.
 - In addition, under Cyber Liability Insurance, subsection (c) should be deleted.
 - Under Additional Insured, please delete "CG2026 Additional Insured – Designated Person or Organization endorsement" and simplify by replacing with *["blanket endorsement"]*.
 - Under Certificate(s) of Insurance, 3rd line – Again, notice is not available for cyber. Please modify to state *["Said certificate(s) of Insurance, excluding Cyber, shall include...."]*.
- R32. - 2nd sentence of 2nd paragraph – Please strike this sentence and replace with: *["The policy shall contain Product/Completed Operations, Contractual Liability, Cross Liability."]*

This is acceptable.

- Under Cyber Liability Insurance, 2nd sentence – Notice for cyber is not a commercially available option so this language should be stricken.

Cyber Liability Insurance remains a requirement for this solicitation.

- In addition, under Cyber Liability Insurance, subsection (c) should be deleted.

No, this remains a requirement for this solicitation.

- Under Additional Insured, please delete "CG2026 Additional Insured – Designated Person or Organization endorsement" and simplify by replacing with *["blanket endorsement"]*.

This is acceptable.

- Under Certificate(s) of Insurance, 3rd line – Again, notice is not available for cyber. Please modify to state *["Said certificate(s) of Insurance, excluding Cyber, shall include...."]*.

No

- Q33. RFP Sec. 2.27 – Damages. Damages and Default provisions are covered separately within the terms of the Concession Agreement.
Will the Authority please confirm that this Section is not applicable and will be stricken?

- R33. **Agreed. The Concession Agreement will govern this issue, Article 15 in particular.**



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

Q34. RFP Article V – Proposal Form: A Respondent that is an LLC is not contemplated on this form.
Will the Authority confirm that an LLC is permitted to insert or write in “LLC” on this form?

R34. Yes, an LLC is acceptable.

Q35. CA Art. 1 – Definitions. Due to the influx of various modes of non-traditional car rental in recent years, it is important to define a “Rental Car Company” in the Agreement.
Will the Authority please incorporate the following definition into the Concession Agreement: [*“A “Rental Car Company” is any business that, directly or indirectly, provides, procures and/or brokers rental vehicles as part of its business and/or conducts, facilitates, and/or manages vehicle rental activities as part of its business. This includes, but is not limited to, traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car sharing businesses.”*]?

R35. No. Refer to Article 4 of the Agreement for specific privileges, uses and rights granted to Concessionaire(s).

Q36. CA Sec. 4.5 – Family Branding: The ownership interest lies with our parent company Enterprise Holdings. We are authorized to operate the brands, and we can provide evidence of this. Further, as to the ability to substitute, modify or add brands, we believe this should not be permitted if a Proposer did not specifically name a brand(s) in its proposal(s).

Will the Authority please modify the “ownership interest” language in the 3rd paragraph to include [*“...so long as Concessionaire or Concessionaire's parent company has a majority ownership interest in each of the Brands, and Concessionaire is authorized to operate the Brands”*]?

R36. No. Per the agreement, “Concessionaire acknowledges and agrees that Concessionaire shall not be entitled to substitute, modify or add to the Brands of rental car service companies being marketed and/or operated at the Airport listed in this Article without the approval of the Authority”.

Q37. CA Sec. 4.5 – Family Branding: Will the Authority please modify the language in the 4th paragraph to state [*“...not be entitled to substitute, modify or add to the Brands of rental car service companies being marketed and/or operated at the Airport listed in this Article ~~without the approval of the Authority~~, and Concessionaire shall only be entitled to operate the Brand or Brands it named in its response to Request for Proposals Proposal Number: 22-16-43101.”*]?

R37. No. Refer to Response 36.



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

Q38. CA Sec. 5.1.b. – Monthly Percentage Payment: Will the Authority please change the payment due date from fifteen (15) days to twenty (20) days?

R38. No. The Authority is updating all our concession agreements from 20 to 15 days.

Q39. CA Sec. 5.4 – Security Fees: Will the Authority explain why the Security Fee is being increased by \$1.00/transaction, from \$2.00 to \$3.00?

R39. The cost for providing security at the airport has increased over time. The Security Fee has been fixed at \$2.00 per transaction since 2008.

Q40. CA Sec. 5.4 – Security Fees: Will the Authority define what the Security Fee covers?

R40. The Authority has implemented Security Fees to help cover the cost of providing security to the rental car operating areas, including but not limited to the operational and maintenance of operating rental car areas in the terminal baggage claim and garages areas, airport personnel, police, security guards, equipment, vehicles, video surveillance systems, gate systems, and other security related costs.

Q41. CA Sec. 5.4 – Security Fees: Will the Authority provide a Security Fee accounting report for the last 12 months (revenues vs. expenditures), to include the available Security Fee fund balance as of September 30th, 2022?

R41. No.

Q42. CA Sec. 5.4 – Security Fees: Will the Authority please change the payment due date from fifteen (15) days to twenty (20) days?

R42. No. The Authority is updating all our concession agreements reporting from 20 days to 15 days.

Q43. CA Sec. 7.1 & 7.2 – Gross Revenues: Will the Authority please specifically state fuel as an exclusion from Gross Revenues and strike CA Sec. 7.2.k? There is no profit or additional revenue resulting from the cost we recover from the customer for furnishing or replacing fuel. "Pre-paid" fuel is the cost of furnishing fuel and is at the commencement of the contract and is not revenue as the amount we charge for fuel is at or below the cost of the nearest



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

gas station. The cost to replace fuel is at the conclusion of the contract and should also be excluded as this does not result in any profit or additional revenue but is our administrative cost to be "made whole" when a customer returns the vehicle with a lesser amount of fuel than when they rented it.

R43. No.

Q44. CA Sec. 7.1 & 7.2 – Gross Revenues: Will the Authority please strike CA Sec. 7.2.l and Sec. 7.2.m, as tolls are excluded per CA Sec. 7.1.f?

R44. No.

Q45. CA Sec. 7.7 – Monthly Gross Revenues Report: Will the Authority please change the payment due date from fifteen (15) days to twenty (20) days?

R45. No. The Authority is updating all our concession agreements from 20 days to 15 days.

Q46. CA Sec. 7.7 – Monthly Gross Revenues Report: Will the Authority please provide the Monthly Gross Revenues Report Exhibit and identify the new Exhibit accordingly, since "Exhibit B" is already assigned to "Ready Return Spaces And Kiosks"?

R46. Yes. Monthly Gross Revenues Report is now "Exhibit D" in the Concessionaire's Agreement. Please see the attachment in this addendum.

Q47. CA Sec. 7.7 – Monthly Gross Revenues Report: Will the Authority please extend the written notice for a process change of the reporting forms and information from thirty (30) days to sixty (60) days?

R47. No

Q48. CA 7.8 – Accounting Records: Will the Authority please change the record retention requirement from five (5) years to three (3) years?

R48. Records retention is mandated by State of Florida general records schedule GS1-SL for state and local government agencies. Rule 1B-24.003(1)(a), Florida Administrative code.



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

Q49. CA Sec. 10.1 – Maintenance and Repair: Will the Authority please change the administrative overhead add-on from fifty (50%) percent to fifteen (15%) percent?

R49. No

Q50. CA Sec. 10.3 – Concession Operational Standards: Will the Authority please provide a copy of its draft Cleaning and Maintenance Program for the Assigned Premises mentioned in subsection e.?

R50. The Cleaning and Maintenance Program is provided by the Concessionaire and the Authority will review the program with the Concessionaire.

Q51. CA Sec. 10.3 – Concession Operational Standards: Will the Authority consult with the rental car Concessionaires before finalizing the Cleaning and Maintenance Program for the Assigned Premises mentioned in subsection e.?

R51. Refer to Response R50.

Q52. CA Sec. 11.3 – Cyber Liability Insurance: Will the Authority please delete subsection (e) regarding professional services?

R52. Cyber Liability Insurance remains a requirement for this solicitation.

Q53. CA Sec. 11.5 – Additional Insured Endorsement: Will the Authority please confirm that regarding "*CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy*", blanket endorsements are acceptable?

R53. This is acceptable.

Q54. CA Sec. 11.6 – Certificate of Insurance: Will the Authority please exclude Cyber from the 30-day notification requirement?

R54. Cyber Liability Insurance remains a requirement for this solicitation.



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

Q55. CA Sec. 11.9 – Right to Review or Reject Insurance. This language is very restrictive, and we need the ability to make decisions on our own policies. Will the Authority please delete this language, or modify it to be less restrictive?

R55. This remains applicable and is standard language involving Insurance requirements.

Q56. CA Sec. 24.5 – Violation. All violations will be addressed by the Concessionaire in a timely manner. The local operations are committed to environmental, health and safety compliance. Getting a violation (even past 30 days) should not be grounds for termination.

That said, would the Authority consider softening this text?

R56. No. This Section needs to take into context all of Article 24 – Environmental Regulations but also Article 15.1, Part i, which describes Default and Remedies. That section i. is pasted below for quick reference – particularly the highlighted section. If a tenant receives a notice of violation from an authorized agency, time is of the essence for the tenant to notify the landowner (JAA) of the violation on its property. Due diligence and good faith efforts are an important element of default remedies.

- i. the failure of Concessionaire within thirty (30) calendar days after receipt of written notice from Authority, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Concessionaire commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence;

Q57. CA Sec. 24.5 – Violation: In addition, would the Authority please change 24 hours to 72 hours?

R57. No.

Q58. CA Art. 47 – Miscellaneous: Will the Authority please consider adding a Most Favored Nations provision to the agreement? We suggest the following language: *["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*



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

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 all rental car companies will be able to compete on terms as equal as possible with all other rental car companies, and to ensure that no individual rental car company or companies shall enjoy any rights or privileges more favorable to any such individual company or companies than those enjoyed by all rental car companies.”]

R58. JAA is open to consider including similar language in lease.

Q59. It appears that Hertz occupies more than one counter. Please confirm that this will not be allowed during the new contract term.

R59. Refer to Response R19.

Q60. We asked this question before and JAA response was not clear to us. We are not clear as to how many ultimate concession positions are being offered in this RFP. Since constructing a service facility is a requirement of new entrant respondents and has been a requirement for the last few RFPs, we believe that each concession position should require a brand to own a service facility. Any brand that wishes to operate at JAX that does NOT have a separate service facility, must co-brand with a concessionaire that has a service facility and co-brand its counter as well. Please confirm if our understanding is correct.

R60. The Authority is not limiting the number of proposals. Pursuant to Section 1.11 of the solicitation, JAA reserves the right to short-list the number of respondents prior to final selections.

Q61. Does JAA anticipate any upcoming capital projects that could impact rental car operations?

R61. Yes. JAA anticipates multiple capital projects in the foreseeable future. Two projects that will impact rental car operations are (i) the curbside canopy project currently underway on the upper and lower levels, and (ii) the final phase of the hourly and daily parking garage joint seal/resurfacing project.

The Question and Answer period is closed.

Submittal Due Date is Thursday, November 17, 2022 at 2:00 PM (local time).



**RFP No. 22-16-43101
Rental Car Concessions**

**Addendum No. 04
Release Date: October 24, 2022**

Attachment:

The following Monthly Gross Revenues Report form will be added to the Concessionaire's Agreement as "Exhibit D".



YEAR _____

DUE BY THE 20TH DAY OF THE MONTH FOLLOWING THE REPORT MONTH.

concessionreporting@flyjacksonville.com