



Office of the Mayor-President
Purchasing Division
City of Baton Rouge
Parish of East Baton Rouge
222 St. Louis St. 8th Floor Room 826
P.O. Box 1471
Baton Rouge, Louisiana 70821
225/389-3259 FAX 225/389-4841
purchasinginfo@brgov.com

Paul Narcisse
Director of Purchasing

ADDENDUM NO. 5
March 11, 2024

Your reference is directed to: **File Number: 24-97514**

Solicitation Number: **A24-97514 OPERATION OF AUTOMOBILE RENTAL CONCESSIONS
AT THE GREATER BATON ROUGE AIRPORT DISTRICT**

scheduled to open: **March 21, 2024**

**The bid opening has been moved from March 21, 2024 at 11:00 a.m. CST
to
March 26, 2024 at 11:00 a.m. CST**

The questions and answers below will be made part of the above referenced solicitation.

This addendum is hereby officially made a part of the referenced solicitation and should be attached to the bidder's proposal or otherwise acknowledged therein.

If you have already submitted your proposal and this addendum causes you to revise your original bid, please indicate changes herein and return to Purchasing prior to bid opening in an envelope marked with the file number, bid opening date, and time. If this addendum does not cause you to revise your bid, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

cc: Bid File 24-97514

dsstewart@brla.gov
225-389-3259 x 3264

Signature

Date

Company

ADDENDUM NO. 5
Questions and Answers
Page 1 of 8

Regarding the above referenced Invitation to Bid (ITB), the following questions and comments were submitted:

General

Q1. Please provide a list of the pre-bid meeting attendees to include both in person and virtual or by phone attendance.

A1. See Attendee list at end of this document.

Q2. 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?

A2. The Airport does not currently have any agreements with off-airport rental car operators.

Q3. Please confirm that if you accept fewer than 6 Proposals, that no additional Concessionaire will be added during the term of the agreement, other than those companies that are successful in this Bid 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.

A3. Confirmed.

Q4. 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/bid.

A4. Yes

Q5. Please confirm as discussed in the pre-bid meeting that City will respond by addendum to all written questions proposed by interested bidders.

A5. The Airport/City will do its best to provide a response to all questions received.

Q6. Please establish the date by which City will issue the final Addendum response to all written questions submitted by interested proposers by the February 28th Questions due date. We request City allow no less than 2 weeks between the time Airport issues answers/final Addenda and the time bids are due.

A6. March 11, 2024; Bid opening will be extended to March 26, 2024 at 11am through this published Addendum #5.

ADDENDUM NO. 5
Questions and Answers
Page 2 of 8

ITB

Q7. Instructions, Item 4, pg. 2: States the contract is for a one-year period. We request that this be changed to a 5-year period to match the contract.

A7. This language should be revised to reflect a 5-year period.

Q8. Instructions, Item 6, pg. 2: We notice that the ITB states "*Except for bids submitted through the www.centrauctionhouse.com on-line bidding site...*" We have seen numerous airports require an online or email submission in recent years and since you have an on-line bidding site, please confirm that you do not require physical copies of bids.

A8. Bids can be submitted online using the www.centrauctionhouse.com web site or they can be submitted hardcopy in a sealed envelope. Bids can not be submitted through email or FAX.

Q9. Instructions, Item 17, pg 2 and Additional Bid Requirements, 5th Paragraph, pg 10 8: It doesn't seem this requirement to submit chemical information with the bid submittal is applicable to rental car bids. Kindly confirm this is not applicable to this bid.

A9. This is common language for bids that would include requirements for chemical-related bids; this will not be required to be submitted with this bid.

Q10. Instructions, bottom pg. 3: Does this page need to be submitted due to the Yes/No question at the bottom of the page?

A10. If the vendor wishes to claim a preference, this page will need to be submitted

Q11. Instructions, Item 31, pg. 4: Will City please advise what WILL be shared during the public Bid Opening? We request at minimum the name of the bidder, the brand or brands included in that submittal and the MAG amount proposed. This is standard in airport rental car bid openings.

A11. Each bidder's MINIMUM ANNUAL GUARANTEE from Page 27 will be read aloud during the bid opening

ADDENDUM NO. 5
Questions and Answers
Page 3 of 8

Q12. Additional Requirements for This Bid, pg. 8 and Standard Federal Award Contractor Terms and Conditions, Item 1, pg. 61: The ITB contains two sections that speak to City/Parish right to terminate. Section 23 (pg. 3) with 24 hours' notice and also on page 8 (Termination for Convenience) with 30 days' notice. In addition, the Standard Federal Award Contractor Terms and Conditions Compliance with Code of Federal Regulations document states "CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR." We are bidding a MAG to operate at the airport for 5 years. These termination rights are tantamount to a month-to-month agreement. QUESTION: Will City/Parish please confirm that these termination rights are not applicable to the on-airport concession RAC agreement and will be deleted, and City/Parish's only termination rights relate to termination for cause (i.e., Default – Article VI on pg. 41 of Agreement)?

A12. The Termination Provision contained in the proposed Lease and Concession Agreement will govern.

Q13. Additional Bid Requirements, page 11: Please provide the referenced link to join the Public Bid Opening virtually. The link is not provided herein.

A13. The link is referring to the phone numbers listed

Q14. Section I Bid Information, Item 8 Bid Requirements and Disqualification of Bidder, pg. 15: The Bidder Information Form (attached as "Competitive Proposal Request") and DBE/ACDBE Goal Form (attached hereto as "Form 4") are both missing from the RFP. Please provide the "Competitive Proposal Request" and "Form 4."

A14. The Bidder Information Form is the same as the **BIDDER'S ORGANIZATION** (Page 59); see Form 4 DBE/ACDBE Goal Form below.

ADDENDUM NO. 5
Questions and Answers
Page 4 of 8

Q15. Section I Bid Information, Item 9, Consideration of Award, pg. 16 and Section II Key Provisions, Item 8, pg. 24:

Q15a. Please clarify what City means by award to six 'different Companies'. 'Company (or Companies)' may own two or more brands and will possibly submit more than one bid. However, the 'Company' is still just one 'company.' Does City mean it is seeking up to six bids or six brands?

A15a. Correct, the city will award to up to six different brands.

Q15b. Please confirm a Company may submit more than one bid as long as they do not submit more than one bid for the same brand.

A15b. Correct.

Q16. Section I Bid Information and ACDBE Requirements, pg. 17: Is this page required to be submitted? There is a blank to be filled in at the bottom of the page committing to a minimum percentage.

A16. If a minimum goal other than the recommended 2.42% is to be utilized, this should be indicated in the space provided and Page 17 should be submitted with the bid.

Q17. Section I Bid Information, Item 9 Consideration of Award and Section 8 Key Provisions, pg 24: Will City allow multiple branding (two or more brands) under one bid for one concession?

A17. No.

Q18. Section I Bid Information, Item 15, pg 20: Please provide Gross Revenue statistics for November 2023 and December 2023.

A18. See below:

YEAR	AVIS	BUDGET	ENTERPRISE	HERTZ	NATIONAL	TOTAL
2018	3,117,149.98	1,391,583.02	3,920,596.33	3,723,185.43	3,588,539.17	15,741,053.93
2019	2,826,604.53	1,213,592.94	3,838,076.39	3,723,185.43	3,746,668.04	15,348,127.33
2020	1,798,588.57	721,502.83	2,150,386.18	1,158,973.88	1,577,130.98	7,406,582.44
2021	4,180,594.04	2,173,936.82	5,540,519.59	4,503,794.27	3,138,641.57	19,537,486.29
2022	4,540,410.23	2,511,664.28	8,039,652.11	3,762,394.53	3,590,303.40	22,444,424.55
2023	4,382,106.49	2,730,919.30	6,090,048.25	3,287,557.95	4,163,223.31	20,653,855.30

ADDENDUM NO. 5
Questions and Answers
Page 5 of 8

Q19. Section II Key Provisions, Item_3.2 Concession Fee: Please consider changing the methodology of the annual re-set of the MAG in Agreement Years 2-5 to the industry standard re-set of 85% of 10% of Prior Year's Gross Revenue.

A19. No.

Q20. Section II Key Provisions, Item 5.A: As discussed in the pre-bid meeting, all the current operators (incumbents) requested to keep their current counters if they are successful bidders. Will City please consider Grandfathering of counters to successful incumbent operators?

A20. No

Q21. Section II Key Provisions, Item 5. B: As discussed in the pre-bid meeting, all the current operators (incumbents) requested to keep their current service areas. Will City please consider Grandfathering of Service Areas to successful incumbent operators?

A21. No

Q22. Section II Key Provisions, Item 5.C: If City will only allow single branding, how will City treat bids for brands operated by one company in allocating/awarding garage space? Will City place successful brands operated by the same company on the same floor to the extent possible?

A22. Proposed Response: Please see response provided to Question #6 in Addendum #4. In following the process as described, the city will do its best, to the greatest extent possible, to allocate space based on the bidder's request but cannot commit that companies who own multiple brands will ultimately be assigned space on the same floor.

Q23. Section II Key Provisions, Item 6, pg. 24: When discussing the possible revision of the CFC amount, please add "in consultation with the RACs."

A23. No

Q24. Form 2 Bid Bond, pg. 28: Please verify if Form 2 Bid Bond needs to be notarized. It appears to be cut off on the bottom of the form. Would it be allowed for a Bidder to use their own Bid Bond Form in place of Form 2? See attached bid bond form.

A24. A bidder will be allowed to use their own bid bond form.

ADDENDUM NO. 5
Questions and Answers
Page 6 of 8

IV Sample Lease

Q25. Article II.C pg 33: Will City consider using the 5th floor as overflow floor and use it for annual reallocation of space such that reallocation is done annually but the space (+/-) is taken on the overflow floor only.

A25. There is no "overflow" space contemplated in the Ready Car Garage. Please see responses to Questions #6 and #17 in Addendum #4.

Q26. Article III, A.1 Payment, pg 35: We request that the City include the following in the Agreement to address a decline in passenger volume: *"If, for any reason, the number of passengers deplaning on scheduled airline flights at the Airport during any monthly period shall be lower than 85% of the number of such deplaning passengers for the same month of the immediately preceding contract year or of the year immediately preceding the first contract year, the MAG shall be abated and only the Concession Fee of 10% will be due during the period of abatement."*

For internal discussion

A26. No

Q27. Article III, A.2.b: As requested above, please set the annual MAG re-set calculation at 85% of the 10% of Gross Revenue from Prior Contract Year.

A27. Please see response to Question #19 above.

Q28. Article III, pg 37 Final Paragraph: What is meant by 'COMPANY's Customer Service Area? Please provide a definition.

A28. The Airport believes the language is clear.

Q29. Article III, pg 38, Definition of Gross Revenues: Please provide detailed description of what is included in **'facility charges'** that are included in Gross Revenue.

A29. Facility charges are any ancillary fees set by the RAC and charged to the customer.

Q30. Article III, pg 39, last paragraph: Please confirm, if the Agreement is terminated, the amount owed to the Airport should be that amount due up to and including the date of termination only. Not through the end of the term as if it were not terminated.

A30. The Airport reserves the right to seek any and all remedies and collection of amounts due under law or contract.

Q31. Article IV, pg 40: Please provide a copy of CFC Resolution 51980

A31. Please see attachment.

ADDENDUM NO. 5
Questions and Answers
Page 7 of 8

- Q32. Article IV, pg 40: Please allow until the 20th of the month for payment of the CFC. (20th)
- A32. The Airport will agree to modify this language so that CFC statements/reports are due and must be received on or before the fifteenth (15th) of each month and the corresponding CFC payments are due and must be received on or before the twentieth (20th) of each month. Electronic payment is preferred.
- Q33. Article XI, Item K, pg. 46: Will City please allow manning of the counters “**and/or the booths**”? Most customers bypass the counters these days and our booths are always staffed. Please allow us to meet the requirement for staffing at either the counters or the booth. To that end, please add ‘and/or booths’ to Section K.
- A33. The Airport has reviewed this request and at present the language will remain as it is written.
- Q34. Additionally, we would request a change to manning counters for **all flights**. Departing customers do not need to see us at our counters or booths. Only arriving customers need us. Often times departing flights are several hours before the first arriving flight or several hours after the last arriving flight. It is unproductive to have an employee stay hours past the last arriving flight – to man the counter or booth for departing customers who do not need our presence. Please change ‘**all**’ flights to ‘all **arriving** flights’ in this Section K.

K. COMPANY agrees that the facilities to be provided to COMPANY hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for automobile rental services. COMPANY agrees that its counters and/or booths will be manned on a daily basis in order to provide service to passengers on all arriving flights, including late flights.

- A34. The Airport has reviewed this request and at present the language will remain as it is written.
- Q35. Article XVI. 16.02, pg 48: Please add the wording in bold and underlined to section 16.02 to read as follows: *COMPANY shall comply with all local, State and Federal environmental laws and regulations. COMPANY assumes all liability for any environmental hazards including fuel leaks, spills, seepage, fires and ground or water contamination, which are created during the term of this Agreement **and caused by the COMPANY**. At the termination of this Agreement, COMPANY must return the Premises to its original state **or in compliance with environmental regulations including risk-based closure standards. Use of land use restrictions or institutional controls compatible with current land use shall not be unreasonably withheld.** At AIRPORTS' option, the Premises shall be inspected and approved in writing by an independent geotechnical specialist at COMPANY'S cost, and approved by AIRPORT before COMPANY may be released from liability.*
- A35. No.
- Q36. Article XVI. 16.03(a), pg 49: Please add the wording in bold and underlined to the end of section 16.03(a) to read as follows: *...“Statutes” (as hereinafter defined), whether now known or unknown, **caused by the COMPANY**, including without limitation.”*

A36. No.

ADDENDUM NO. 5
Questions and Answers
Page 8 of 8

Q37. Article XVI. 16.03(f), pg 50: Please remove Section 16.03(f) in its entirety as it is unnecessary given, we have already indemnified the airport in 16.03(a)-(e).

A37. No.

Q38. Please include a Most Favored Nations provision in the agreement. We suggest the following language: *"In the event that any contract granted by the City of Baton Rouge and Parish of East Baton Rouge 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 City of Baton Rouge and Parish of East Baton Rouge 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."*

A38. No

Form 4

DBE/ACDBE GOAL FORM

There is a 2.42% DBE Goal for this solicitation, respondents are challenged to present a creative and responsive plan that provides for ACDBE participation that is commercially meaningful and useful including the following arrangements to ensure quality participation: (1) Participation as a prime consultant, (2) Joint Venture, (3) Partnership, and (4) Sub-consultant, (5) Vendor.

Disadvantage Business Enterprise Commitment:

I/We respectfully propose a _____% goal as the Disadvantage Business Enterprise/Airport Concession Disadvantage Business Enterprise participation and commitment for each year of the Lease Agreement. I/We hereby attached our DBE plan for the term of this agreement. This proposed goal shall be incorporated into the Lease and Concession Agreement.

BIDDER: _____

(Company)

Brand: _____

BY: _____

(Signature)

(Title)

NOTE: This document shall be submitted with the Bid

ATTENDEES

In Person Attendees:

Kenyatta Sparks	SJB Group
Matt Brady	Enterprise
Wendy Rayner	Enterprise
Dolca Martinez	Enterprise
Dexter Stewart	City of Baton Rouge Purchasing
Kim Nolan	Baton Rouge Metro Airport
Louis Hubbard	Baton Rouge Metro Airport
Nick Vidrine	Baton Rouge Metro Airport
Sherilyn Hayward	Leroy's LipSmack'n Lemonade
Cliff Gaines	Leroy's LipSmack'n Lemonade

Virtual Attendees:

David Stark	Avis Budget Group
Tamikka Shorter	Integrity Service Management Group
Chuck Thomas	American Rent-A-Car
Jackie Agan	Hertz
Rachel Smith	
Stacey Joseph	
Josalyn Wilson	
Brittany McConney	
Courtney Tobias	

FEB 24 2016

FEB 24 2016

Casmy Cash
126 COUNCIL ADMINISTRATOR TREASURER

RESOLUTION 51980

Casmy Cash
COUNCIL ADMINISTRATOR TREASURER

AIRPORT AUTHORITY RESOLUTION 02-24-16-01

By Loupe
Introduced 2-10-16
P.H. 2-24-16

AUTHORIZATION FOR THE
MAYOR-PRESIDENT AND/OR CHAIRMAN OF
THE AIRPORT COMMISSION TO INCREASE
THE CUSTOMER FACILITY CHARGE (CFC)
FROM \$4.90 TO \$6.15 (\$1.25 INCREASE)
TO PAY FOR THE DEBT SERVICE
ASSOCIATED WITH THE CAR RENTAL
BUILDING, OFFICES, RESTROOMS,
CONNECTOR TUNNEL TO TERMINAL
BUILDING AND CAR RENTAL GARAGE.

BE IT RESOLVED by the Metropolitan Council of the Parish
of East Baton Rouge and City of Baton Rouge and by said Council as
the Authority for the Greater Baton Rouge Airport District that:

Section 1. The Mayor-President, on behalf of the City of
Baton Rouge, Parish of East Baton Rouge and/or the Greater Baton
Rouge Airport District, or the Chairman of the Board of
Commissioners of said District, is hereby authorized to increase
the Customer Facility Charge (CFC) from \$4.90 to \$6.15 (\$1.25
increase) to pay for the debt service associated with the Car
Rental Building, offices, restrooms, connector tunnel to terminal
building and Car Rental Garage.

Section 2. The agreement herein authorized shall be
approved by the Parish Attorney or the Legal Advisor for the
Airport District as to form and legality.