

Raleigh-Durham Airport Authority



Request for Proposals

New Entrant- Rental Car

Raleigh-Durham International Airport

554-RFP22-3027

Issued:

ADMINISTRATOR:

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**Notice to Proposers
New Entrant- Rental Cars
Raleigh-Durham International Airport**

The Raleigh-Durham Airport Authority (the “Authority”) is seeking competitive Proposals for a New Entrant Rental Car Concession located at Raleigh-Durham International Airport (the “Airport”). Request for proposals (RFP) documents are available at <https://www.rdu.com/do-business-with-rdu/business-opportunities/>.

All Proposals must be received no later than 3:00 PM (EST) on **May 17, 2023** at the Administrative Offices of the Authority. Envelopes should be sealed and marked on the outside

- New Entrant Rental Car Proposal Raleigh-Durham International Airport

and have the name and address of the Proposer printed on the envelope. Proposals received after the time stated above will be returned unopened. The Authority, in its sole discretion, reserves the right to extend the response date for Proposals.

A Pre-Proposal Conference will be held on **April 19, 2023** in the administrative offices of the Airport Authority at RDU Center, 1000 Trade Drive, RDU Airport, NC 27623 beginning at **1:00 PM EST**. A registration link is below. The Administrative Office is located adjacent to the rental car facilities on the Airport. A tour of the rental car location will be conducted immediately following the Pre-Proposal Conference.

Pre-Proposal Conference Registration link:

<https://www.eventbrite.com/e/414922553527>

The documents listed below constitute the RFP documents.

Request for Proposals

Appendix A - ACDBE Participation

Appendix B - Statistical Information & Lease Outline Drawings

Appendix C - Proposal Forms

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SECTION I – OVERVIEW

The Raleigh-Durham Airport Authority (“Authority”) owns and operates the Raleigh-Durham International Airport (“Airport” or “RDU”). The Raleigh-Durham Airport Authority is a municipal corporation created by the General Assembly of North Carolina. There are two (2) air carrier passenger terminals at RDU, Terminals 1 and 2.

In 2022, more than 11.8 million passengers traveled through RDU. That translates to about 32,328 travelers every day connecting to the people and places that matter most: for business, vacation, or both.

RDU traffic responded to COVID-19 related travel demand declines beginning in March of 2020, reaching its lowest levels a month later. Since that time, RDU has seen a steady trend towards traffic recovery ending 2022 at 90% recovery compared to 2019 levels, RDU expects to return to full recovery by the end of 2023. Refer to Appendix B for more enplanement information.

As of March 2023, RDU has reached 61 non-stop routes from 14 carriers with more than 300 daily departures. Breeze Airways recently joined the lineup this year and Avelo Airlines launched a base creating 50 jobs at RDU. Recent additions to international service include Icelandair who is expanding their seasonal service to year-round due to demand. Additionally, Bahamasair began service to Freeport, Bahamas in November 2022. RDU currently has 7 international destinations as of March 2023.

For more information regarding the Airport’s passenger traffic, visit <https://www.rdu.com/airport-authority/statistics/>.

Terminal 1 is the easterly most passenger terminal. It consists of approximately 153,025 square feet of space and provides nine (9) aircraft gates. Avelo Airlines, Southwest Airlines, and Spirit Airlines operate from Terminal 1.

Terminal 2 is the westerly most passenger terminal. It consists of approximately 920,000 square feet of space and has thirty-six (36) aircraft gates. The airlines operating from Terminal 2 are Alaska, Air Canada, American, Bahamasair, Breeze, Delta, Frontier, Iceland Air, JetBlue, Sun Country, and United.

Below are the space outlines of the existing rental car facilities. The Authority is seeking proposals for a fourth rental car concessionaire to operate out of the previous Advantage Rental Car Facility. The space proposed below is identified in blue and is referred to as Service Center Lot 8.



Rental Car Facilities

Current Concession

The current rental car concession consists of the three national brands and their affiliates: Enterprise, National, Alamo; Hertz, Dollar, Thrifty; and Avis/Budget Payless. Each of the current concessionaires operates under a non-exclusive rental car concession contract at RDU that is scheduled to expire on March 31, 2026. They occupy separate rental car facilities that incorporate a QTA, ready return, and service center facility. The current concessionaires' locations vary in size and are operating under consolidated brands since the COVID-19 Pandemic. The space allocation offered in this New Rental Car Entrant RFP is the previous Advantage Rental Car space that was vacated in 2020 due to their bankruptcy. Maps of the property are included in this RFP and a facility tour of the proposed location will be held immediately following the preproposal conference.

SECTION II – DEFINITIONS

These definitions apply to their use in this RFP.

Addendum – Written or graphic instrument issued prior to Proposal opening which clarifies, corrects, or changes the RFP or the Rental Car Operating Agreement documents, or otherwise answers questions from potential Proposers.

Administrator – The individual specified by the Authority to act as coordinator and manager of this RFP.

Airport - Airport refers to Raleigh-Durham International Airport.

Airport Concession Disadvantaged Business Enterprise (ACDBE) - For the purposes of this Proposal, this is a small business enterprise that has been certified or approved by the Authority as a disadvantaged business enterprise as defined in 49 CFR, Part 23 and 26.

As Is – The existing conditions of a concession space that has been previously improved. Concessionaire accepts the space with all existing improvements.

Authority - The Raleigh-Durham Airport Authority, a municipal corporation, created by the General Assembly of North Carolina, and existing under and by virtue of Chapter 168 of the Public-Local Laws of 1939, as amended.

Authority Administrative Offices – Office buildings, suites and rooms that house the departmental offices of the Authority and its staff.

Authority Board - An appointed body of eight members that govern the Authority. The Authority Board must approve all Rental Car Operating Agreements.

Behavior Fees- Dwell is assessed when a vehicle remains in a terminal zone for more than 10 minutes (or more than 21 minutes if the vehicle is a large bus with 25+ seats). The time period includes the time it takes the vehicle to enter the terminal zone, come to a stop, drive away from the curb, and exit the terminal zone. Headway is assessed any time a vehicle from the company passes an AVI reader within three minutes of another vehicle from the same company passing the same reader.

Concessionaire - Airport tenant whose business is non-airline related and who sells goods or services for profit.

Customer Facility Charge (CFC)- a fee that will be imposed by the Authority and shall be collected by concessionaire from its rental car customers at the Airport and held in trust by concessionaire until it is delivered to the Authority.

Date of Beneficial Occupancy - A written notice by the Authority to the Proposer fixing the date on which Proposer shall start to perform obligations under the Rental Car Operating Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Deadline - The deadline for the submittal of Proposals for this RFP is **May 17, 2023 at 3:00 PM (EST)**.

Drawings - Documents showing the proposed Rental Car Operating Agreement premises improvements.

Exception - A term which refers to the Proposer's non-acceptance of a particular term of the sample Rental Car Operating Agreement which must be listed in the Proposal.

Facility Rent- Annual rate per square foot for the facility lease, payable monthly.

Ground Rent- Annual rate per square foot for the lease of the total property exclusive of the facility, payable monthly.

Minimum Qualifications - The minimum standards which have been established by the Authority and which must be satisfied by the Proposer as a precondition to further consideration of the Proposal.

Notice of Award - The written notice by the Authority to the selected Proposer stating that, upon compliance with the conditions stated therein, within the time specified, the Proposer shall be offered the right to install and operate the proposed use in the designated concession spaces.

Percentage of Gross Revenue -The percentage of the gross sales that the Proposer will pay during the term of the Rental Car Operating Agreement.

Pre-Proposal Conference - A conference, which follows the issuance of a Request for Proposals, attended by potential Proposers for the purpose of clarification of the RFP requirements.

Proposal Documents – All documents submitted by Proposer including but not limited to Proposer's signed Proposal Forms, documentation accompanying the Proposal, changes made during negotiations, including post-Proposal documentation submitted prior to Notice of Award and attached as an exhibit to the Rental Car Operating Agreement; Proposal Bonds; the General Conditions; Drawings; and Specifications.

Proposal Expiration Date - Proposals must remain in effect until a Rental Car Operating Agreement is executed with the selected Proposer or one hundred twenty (120) days after the Deadline for Proposal submission, whichever comes first.

Proposer - The individual, company, or joint venture submitting a response to this RFP that incorporates all the elements of a valid Proposal for the opportunity to operate the proposed business at RDU.

Raleigh-Durham International Airport - The medium hub, commercial airport located in Wake County, North Carolina serving central and eastern North Carolina.

RDU – Raleigh-Durham International Airport.

Rental Car Facilities – The facilities that are occupied by rental car concessionaires to provide rental car services to the passengers of RDU.

Rental Car Operating Agreement - The written agreement between Authority and the successful Proposer covering the leasing of premises located at Raleigh-Durham International Airport, including all RFP documents attached to the Rental Car Operating Agreement and made a part thereof.

Sample Rental Car Agreement - A Rental Car Agreement template provided with this RFP as Appendix D that will serve as the basis for the final agreement between the selected concessionaires and the Authority.

Selected Proposer - The individual or company selected after the evaluation process that provided the Proposal which best fulfills the Authority's goals and objectives.

Terminal 1 – The easterly of two commercial air carrier passenger terminals located at RDU.

Terminal 2 – The westerly of two commercial air carrier passenger terminals located at RDU.

SECTION III - SCOPE OF SERVICES

Concession Opportunity

The successful Proposer will have the non-exclusive right to provide rental car service for the purpose of accommodating the car rental needs of the general public, any and all airline passengers, and users of RDU, seven (7) days per week, three hundred sixty-five (365) days per year.

Space Allocation: The space offered in this RFP is designated as “Service Center Lot 8” as illustrated in **Exhibit B** and is the only space available for a new entrant. The proposed space contains 1.49 acres and has a gross land area of 64,774.05 square feet.

The leased premises includes the following improvements:

1. One-story Service Center containing offices, customer service counter and vehicle service area with 3,290.76 square feet of leasable space
2. Vehicular parking areas
3. Area lighting
4. Security fencing
5. Paved vehicular entry/exit driveway
6. Signs
7. Water, sanitary sewer, electric power, natural gas, and telephone utilities.

Shuttle Service: Proposer shall have the right to operate on the Airport, at its sole expense and using either its own employees or a contract provider of such service, passenger vans or busses for the sole purpose of transporting its customers and employees between its Service Center and the Airport’s passenger terminal buildings.

Term

The term of the Rental Car Operating Agreement for the New Entrant Rental Car Concession will be concurrent with the existing rental car agreements. The term will start on the commencement date and will expire on March 31, 2026. There are no renewals in the existing Rental Car Operating Agreement.

Development & Utilities Costs

The successful Proposer must accept Service Center Lot 8 as is and with all existing improvements. The successful Proposer will be responsible for all development costs incurred to design, implement, and operate the facility. Any utilities not listed in the improvements above and required to operate the concession are the responsibility of the successful Proposer. The Proposer will be responsible for all maintenance and repair of existing trade fixtures and replacement if applicable and required for the operations of the rental car facility.

Monthly Rent

The successful Proposer shall pay a Percentage of Gross Revenue, at a minimum, of 10% per month. Proposer may propose a higher Concession Fee. Gross Revenue is defined in **Schedule B - Rentals, Fees & Charges** of the Draft New Entrant Contract.

The successful Proposer shall pay annual facility and ground rent based on the fair market value and current fee schedule of the existing Rental Car Agreements.

The successful Proposer shall pay monthly behavior fees associated with the operation of their passenger shuttle service.

General Requirements

Minimum Qualifications

Proposers must meet the following minimum qualifications to be considered for this concession opportunity.

- Proposers shall have a minimum of five (5) years' experience successfully managing or owning Rental Car Operations at a minimum of ten (10) commercial locations and must have a minimum of 2 on-airport agreements generating a minimum of \$5,000,000.00 annual gross receipts at each commercial location.
- Proposers must meet or exceed the stipulated Concession Fees.
- Proposers must review and acknowledge receipt of the Sample Rental Car Operating Agreement attached to this RFP. Review of the agreement must be indicated on the form included in Appendix C. **Any exceptions** to the Sample Rental Car Operating Agreement must be clearly stated in the Proposal and are subject Section VII – Award Process below.

Process, Interpretation and Clarifications

Authority reserves the right to modify, amend or withdraw these RFP documents, including the Agreement, at any time prior to the date and time specified for receipt of Proposals. It is the responsibility of all Proposers interested in submitting response to this RFP to monitor the website for responses to questions, changes of schedule, addenda, announcements, and other information.

The Authority shall not be responsible in any manner for any cost or expenses associated with the preparation or submission of a Proposal or preparation for or participating in interviews, if held. Upon receipt by the Authority, the Proposals submitted, including any and all attachments to the Proposals, shall become the property of the Authority. The Authority shall have the right to copy, reproduce, or otherwise dispose of each Proposal received. The Authority shall be free to use as its own, without payment of any kind or liability thereof, any idea, scheme, technique, suggestion, layout, or plan received during the selection process. The Authority shall

reserve the right to approve all proposed sub-tenants, and modify roles of proposed sub-tenants

Objectivity

Proposers are directed not to communicate with any Authority Board member or any other Authority staff member (except the designated contacts) regarding any aspect of this opportunity, solicitation, or selection process. An appropriate official or employee of the Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any failure to comply with this provision may lead to disqualification of a Proposal.

Other than during the Pre-Proposal Conference, the Authority will not provide to any prospective Proposer oral interpretations as to the meaning or consequence of any material portion of the RFP documents. Oral interpretations are not to be relied upon. Requests for interpretation, clarification or correction of RFP documents should be made in writing before and during the Pre-Proposal Conference, or otherwise before the deadline for questions. Questions or issues addressed at the Pre-Proposal Conference which necessitate changes to the RFP documents, at the Authority's sole discretion, will be the subject of an addendum to these RFP documents.

Alyssa Greco is the designated point of contact for this RFP. Every request for clarification or change of the RFP documents shall be made in writing, except at the Pre-Proposal Conference, no later than **April 24, 2023** to Alyssa Greco, Raleigh-Durham Airport Authority, P. O. Box 80001, 1000 Trade Drive, RDU Airport, North Carolina, 27623-0001, via fax at (919) 840-7787, or via email at alyssa.greco@rdu.com. Any response by the Authority will be made in the form of a written addendum to these RFP documents and will be sent to all parties to whom documents have been issued.

Proposer must acknowledge the receipt of this RFP and each addenda to the RFP using the RFP/Addenda Acknowledgement form attached to this document as Appendix E. Proposer shall be solely responsible for confirming that facsimiles and/or emails have been received by the Authority.

ACDBE Participation

In accordance with Regulations of the US Department of Transportation 49 CFR, Part 23, Subpart F, the Authority has implemented a disadvantaged business enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. An ACDBE goal of one point seven percent (1.7%) as measured by the purchase of goods and services has been established for this RFP. This goal is a key element of the Authority's concession program, and the Proposer shall take all necessary and reasonable steps to comply with the requirements of the Raleigh-Durham Airport Authority ACDBE Plan. By signing its Proposal, the Proposer commits to making good faith efforts to achieve the Airport Concession Disadvantaged Business

Enterprise (ACDBE) goal, unless a waiver request meeting the requirements of Section VI below is submitted with the Proposal.

ACDBE participation may be achieved through the purchase of goods and services, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23, Subpart F. In the event that the Proposer qualifies as an ACDBE, the goal shall be deemed met, unless the Authority has set an additional goal. Each ACDBE included in the Proposal must be certified or approved by the Authority and must be identified by name, address, ACDBE category, type of work, and dollar amount of proposed participation. If a Proposer will be unable to achieve the ACDBE goal stated herein, the Proposer will be required to provide documentation in its Proposal demonstrating that all necessary and reasonable steps were taken in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The requirements of this paragraph are not intended to force the Proposer to change its business structure. A Proposal that fails to adequately address the foregoing requirements will be considered non-responsive and will be rejected.

For more information regarding how to qualify as an ACDBE, certification procedures or how to achieve ACDBE participation, please see Appendix A – ACDBE Participation.

Development

The Selected Proposer will be required to plan, design and build-out, at its sole cost, its designated space in accordance with design standards applicable at RDU and located at <https://www.rdu.com/do-business-with-rdu/business-opportunities/>. The facility is designated “as-is” space and is provided in its existing condition. The Selected Proposer must receive approval from the Authority in advance of any construction, facility design and finish materials for all tenant improvements. All facilities must be designed to meet ADA standards.

While the design responsibility is with the Proposer and the Authority will review the proposed designs according to the Evaluation Criteria below, the Proposer should include in their proposal a minimum capital investment.

RFP Schedule

Issued RFP	April 12, 2023
Pre-Proposal Conference	April 19, 2023, at 1:00 pm (EST)
Final Date for Submission of Questions	April 24, 2023
Proposals Due Date (“Deadline”)	May 17, 2023, at 3:00 pm (EST)
Proposal Review and Evaluation	May 31, 2023
*Interviews, if needed	June 12, 2023
*Authority Board Presentations (*Estimated)	August 24, 2023

SECTION IV – PRE-PROPOSAL CONFERENCE

Questions & Answer Session

The Authority has scheduled a Mandatory in person Pre-Proposal Conference on **April 19, at 1:00 pm EST**. This conference will be held at the RDU Center of the Authority. The purpose of the conference will be to discuss the requirements and objectives of this RFP and tour existing facilities. Authority representatives will be available to answer questions.

Proposers are encouraged to submit any questions concerning this RFP in writing in advance of the Pre-Proposal Conference. Prospective Proposers may send questions by email to the Administrator. Written questions may also be submitted at the Pre-Proposal Conference. The Authority will attempt to answer all written questions received in advance as well as oral questions received at the conference.

Any changes in the requirements of this RFP that result from the conference will be made by addendum to the RFP. All questions submitted, answers, and a list of conference attendees will be included as part of an addendum.

Facility Tour

The Authority will conduct a tour of the existing facility. Interested parties should assemble at the Authority Building after the Question & Answer Session.

SECTION V – INSTRUCTIONS TO PROPOSERS

Proposer should review the following instructions carefully prior to preparing and submitting a Proposal. The Authority reserves the right to award contracts on the basis of the Proposals submitted or to negotiate with Proposers for modification of the successful Proposals, at the Authority's sole option. By submission of its Proposal, the Proposer agrees to be legally bound thereby if the Authority accepts the submitted Proposal. The Authority shall not be obligated to respond to any Proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal. The Authority reserves the right to postpone the Proposal submittal due date or to withdraw this RFP, or portions of this RFP, at any time.

Any and all agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its officers, employees, or agents unless and until it is accepted and approved by the Authority Board, and then duly executed by the Authority Board in accordance with all applicable laws.

Statistical information contained in these documents is for information purposes only and is not guaranteed to be accurate. The Authority is not responsible for any inaccuracies in, or interpretation of said data.

Irregularities

A Proposal will be considered irregular and will be rejected if it is improperly executed, contains omissions or alterations of form, additions not called for or otherwise specifically allowed, conditions, limitations, or unauthorized alternate Proposals, or fails to include any other certificates, statements, affidavits, or information required to be included with the Proposal, or contains other irregularities of any kind. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to waive any informalities or irregularities in a Proposal, except that:

- a) the Authority will not waive the requirement that a Proposal, complete in all material respects, be received by the Authority by the time and date specified for receipt thereof; and
- b) the Authority will not consider any Proposal which does not conform in all material respects to the terms of this Request for Proposals, including a commitment by the Proposer to execute the Rental Car Operating Agreement in the form attached hereto.

The Authority reserves the right to request clarification of information submitted in any Proposal, to require additional information from any Proposer, or, in the Authority's sole discretion, to reject any or all Proposals for any reason and to re-advertise (or decide not to re-advertise) for Proposals.

Public Document

Under the laws of the State of North Carolina, any Proposal will be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award and execution of the Rental Car Operating Agreement. Prior to award and execution of the Rental Car Operating Agreement, all Proposals will remain confidential, and no portion of the Proposal will be disclosed outside the Authority; provided, however, general, non-proprietary, information about a Proposal that is included in reports to the Authority Board, or any committee thereof, may be disclosed. The Authority will make reasonable efforts to protect any information marked "Confidential," provided that such information is clearly marked and meets the criteria for information exempt from public disclosure under the North Carolina General Statutes, Chapter 132, Public Records.

Proposals that include confidential business information of the Proposer, such as commercial or financial information, that Proposer does not want disclosed outside the Authority must be marked on the title page with a legend that states:

"This response includes data that shall not be disclosed outside the Raleigh-Durham Airport Authority without the permission of [insert firm's name] and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response to the extent nondisclosure is allowed by applicable law, include North Carolina's public records laws. This restriction does not limit the Authority's right to use information contained in this data if it can be obtained from another source without restriction. The data subject to this restriction are contained in pages **[insert numbers or other identification of pages]."**

Proposers shall mark only those pages containing restricted data with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the title page of this Proposal."

A blanket restriction applicable to the entire Proposal is not acceptable. Moreover, the inclusion of this provision regarding the restriction on disclosure and use of data should not be construed to protect against the Authority's disclosure of concepts or information that has already been made public. In addition, the Authority may, after discussion with the Proposer, determine that some or all of the information encompassed by the restriction is not appropriately included within the restriction and that such information may be released outside the Authority.

Proposals and copies of Proposals (including the electronic copy or any duplicates made) shall not be returned to unsuccessful Proposers. The Authority shall have no liability for inadvertent or mandated disclosure of information submitted with a Proposal. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

Execution of Proposal Forms

The Proposal Forms, contained in Appendix C, shall be executed in the name of the business actually proposing to perform the contract, if awarded. The form shall bear the signature of an officer authorized to sign for the firm or of the sole proprietor, and the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal. In the event of a partnership or a joint venture Proposal, authorized representatives of each participant must sign the Proposal Form.

Delivery of Proposals

The Authority will receive Proposals at the below address until 3:00 p.m. on the Deadline. Any Proposal received after the scheduled submittal date and time will be returned unopened. It is the Proposer's responsibility to ensure any Proposal delivered to the Authority arrives before the Deadline. The Authority is not responsible for any such failure. Each Proposal shall be sealed in a separate envelope addressed as follows. Identify the name of the Proposer on the outside of the envelope.

Proposers shall provide:

One (1) original bound hard copy of the Proposal

The original must be clearly designated as such and must contain all original Proposal forms and original signatures where applicable.

One (1) bound hard copy of the Proposal

The copy must be clearly designated as such and must contain a copy of all executed Proposal forms.

One (1) USB thumb drive containing electronic files of the Proposal which are organized as follows:

One (1) file folder containing the entire Proposal (including completed forms) in searchable .pdf format, with content separated by tab order as defined in Sections VI and VII of this document. This Proposal shall be located in a file folder labeled "Entire Proposal"

One (1) file folder containing individual searchable .pdf files for the content of each tabbed section of the Proposal (including completed forms) as defined in Sections VI and VII of this document. Each tabbed .pdf shall be entitled to match the corresponding name of each specific reference tab

One (1) electronic copy of the required Pro Forma in Excel format (.xlsx). This file shall be located in a file folder labeled "Pro Forma".

Note:

Each Proposal shall be prepared and submitted with all required documents executed by an authorized official of Proposer. Each Proposal shall be enclosed in a sealed envelope or package and mailed, or hand delivered so as to be received no later than Deadline at the address provided below. Package should be labeled accordingly.

Package – New Entrant Rental Car Concession

Administrator: Alyssa Greco

Raleigh-Durham International Airport
P. O. Box 80001, 1000 Trade Drive
RDU Airport, NC 27623-0001

No Proposal may be withdrawn after it has been submitted to the Authority unless the Proposer so requests by letter or telegram and such request is received by the Authority before the Deadline for receiving Proposals. In submitting the Proposal, the Proposer agrees that the Proposal will remain valid for one-hundred twenty (120) calendar days after the Deadline for submission of Proposals and may be extended beyond that time by mutual agreement between the Authority and Proposer. Any withdrawal is subject to the Proposal Bond requirements below.

SECTION VI – SUBMITTAL REQUIREMENTS

Specific forms and instructions included in this RFP in Appendix C – Proposal Forms must be completed and provided as a part of Proposer’s submittal in order to have a Proposal considered. Proposers are required to follow the format and sequence found in Appendix C when submitting a Proposal. Proposers may be asked to revise, clarify, and/or provide additional information during the Proposal review process. These requests will require immediate action and must be responded to in writing within a very short time frame (48 hours as an example).

Each Proposal submittal shall consist of the following documents and should be 50 pages or less, in Times New Roman 12 font. A set of tabs to identify each part of the Proposal should be inserted to facilitate quick reference.

Submittal Sections & Maximum Available Points

Section 1– Cover Letter

Proposer shall submit a one- or two-page cover letter to identify Proposer and summarize Proposer’s minimum qualifications. The Proposal should include a brief statement of experience, a statement of acknowledgement of receipt of the Rental Car Operating Agreement, and any other general information which the Proposer desires to include as an introduction to the Proposal.

Section 2- Experience, Qualifications, & Background (Maximum 10 Points)

Proposer shall submit a concise narrative on the experience, qualifications, and background for providing the successful and continuous operations of Rental Car Concessions to RDU. Including the number of rental car concession contracts that are already operational and any that may be currently under development and/or scheduled in 2023. Provide the location, term, name, annual gross revenue, hours of operation and a contact person for each rental car concession contract listed. Note any changes in the company name and ownership structure over the last five (5) years. Describe current operations as they exist today.

Section 3 – Management & Staffing Plan (Maximum 15 Points)

Submit an overview of the operations and introduce the proposed management team by providing the following:

- (i) Proposer’s management organizational chart, both graphically and in narrative format, and a concise description of Proposer’s views on how it will

organizationally provide rental car operation services, as well as depict the relationship of key personnel roles to that of the manager-on-duty and other key members of the management team. If available, submit a list of the proposed management team and or management structure for the RDU operation. A resume detailing the experience, education, expertise, and role of personnel that will be managing the day-to-day operations should be submitted if applicable.

(ii) A summary of the staffing plan, corporate management support, fleet management, third-party drive service programs (drivers, cleaning, etc.), employee training programs, employee retention and incentive programs, guest experience programs and policies and operations procedures and efficiencies.

Section 4 – Operations Plan (Maximum 15 Points)

Please provide the anticipated target-market for each brand (if multiple brands are proposed) specific to the Raleigh-Durham area and a detailed marketing plan for customer acquisition.

Submit a concise narrative to address guest queuing operations and long-wait times. This may involve contingencies put in place if there are extraordinarily long wait-times or staffing issues arise.

Submit a concise narrative on plans to manage, staff and operate the concession overall, including what adjustments will be made, if any, to accommodate peak and non-peak times.

Submit information on quality monitoring programs that the Proposer has implemented including sample evaluation forms from quality audits, performance evaluations, or similar programs.

Submit a Cleaning Program describing how staff will keep the leased premises clean and free of any trash and/or debris.

Section 5 – ACDBE Participation (Maximum 5)

Describe Proposer's efforts to satisfy the ACDBE goal for this solicitation. Note the status of all qualified ACDBE firms and any firms who may be seeking ACDBE status at the time of submission of the Proposal.

Section 6 - Innovation, Efficiencies, & Guest Experience (Maximum 25 Points)

Submit an overview of how the Proposer will use technology and other innovative solutions to enhance the guest experience at RDU. This may include mobile/app check-in, keyless entry, stand-alone kiosks, or any other technology-based strategies to make the experience more efficient and enjoyable for the customers at the Raleigh-Durham International Airport.

RDU is seeking a high-quality designed space that will enhance the overall aesthetic of the property and will improve the guest experience. Submit how the Proposer plans to enhance the Assigned Premises to improve the guest experience for picking up and returning rental car vehicles at RDU. Proposers may submit photos of current airport operations, designs, renderings, layouts, illustrations, and/or describe in a narrative as part of this section.

Section 7 - Financial Projections, Financial Background & Percent Rent (Maximum 20 Points)

Proposer shall submit financial projections clearly showing the anticipated gross sales and/or transaction fees and expenses for the account. Proposer shall propose at a minimum 10% of gross sales that will be paid to the Authority as Percent Rent. If the Proposer proposes a concession fee above 10% these projections should be in sufficient detail to show that the projected revenue stream can support the Percent Rent proposed without sacrificing the quality or service of the operation. Proposers shall submit the historical financial statements for the proposing entity or affiliate entities for the past 3 years. The Authority reserves the right to request additional financial information from any Proposer.

Section 8 – Fleet Mix & EV Plan (Maximum 10 Points)

Thorough research was conducted by Authority Staff to identify opportunities in the current rental car market that would increase revenue not simply divide existing market share. Please provide a detailed description and fleet plan for luxury and or premier vehicles for the RDU market. Please include your future or existing Electric Vehicle needs and what plans are in place to meet demands to provide EV options.

Section 9 - Exceptions to the Rental Car Operating Agreement

Proposer shall include a list of exceptions to the terms of the sample Rental Car Operating Agreement, if any. All such exceptions shall be clearly stated on a separate page labeled “Exceptions.” The only provisions of the Rental Car Operating Agreement that the Authority will consider negotiating are those specifically identified as Exceptions in the Proposal. Any Exception not noted in the Proposal cannot be raised later. If the Authority and the Proposer cannot negotiate an acceptable Rental Car Operating Agreement, the Authority reserves the right, in its sole discretion, to reject the Proposal.

Section 10- Proposal Bond

Each Proposal shall include a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Raleigh-Durham Airport Authority in an amount of \$1,000 as a guarantee that 1) Proposer will not withdraw the Proposal, 2) if identified as the highest-ranked Proposer, Proposer will execute a Rental Car Operating Agreement with the Authority in substantially the form included herein subject to

Exceptions clearly noted in writing, and 3) if identified as the highest-ranked Proposer, the required insurance certificate will be delivered to the Authority in accordance with the Rental Car Operating Agreement. If, prior to acceptance, the Proposal is withdrawn, except as provided herein, or if the Proposer fails to execute said final Rental Car Operating Agreement and provide said insurance certificate within ten (10) days after the receipt of notice that the Proposal has been accepted, the Proposer shall be liable to the Authority in the amount of its Proposal Bond as liquidated damages. Until the Proposal Expiration Date, Proposer agrees that the Proposal Bond shall remain in effect. The Authority shall have the right, in its sole discretion, to extend the time for delivery of the Rental Car Operating Agreement.

The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of North Carolina and rated as at least an A or A+. The original Proposal Bond shall be attached in the original Proposal submittal. A copy of the Proposal Bond shall be attached in each copy of the Proposal submittal.

Section 11 - Properly Executed Proposal Form

The Proposal must be submitted signed and properly executed.

SECTION VII - AWARD PROCESS

Evaluation of Proposal

After the submission Deadline, the Authority's staff will begin reviewing Proposals. During this process, questions and/or requests for clarification or provision of supplemental information may be directed to Proposers as necessary. The objective of the staff evaluation will be to thoroughly evaluate the qualifications and capabilities of each Proposer.

Based on evaluation of the submittals, Authority staff may select a limited number of Proposers for further consideration and conduct interviews with these selected Proposers, potentially by teleconference or in person. Authority staff reserves the right to request a "best and final" offer from any or all Proposers.

A final Proposal score will be determined. Authority staff will recommend the highest-ranked Proposer to the President & CEO based on the results of interviews, client reference checks, and review of Proposals.

Evaluation Criteria

Selection criteria are as follows and detailed above:

- Experience, Qualifications, & Background – Weighted with 10 points.
- Management & Staffing Plan - Weighted with 10 points
- Operation Plan- Weighted with 15 points
- ACDBE Participation - Weighted with 5 points
- Innovation, Efficiencies, & Customer Experience - Weighted with 25 points.
- Financial Projections, Financial Background & Percent Rent - Weighted with 20 points.
- Fleet Mix & Electric Vehicle Plan - Weighted with 15 points.
- A total of 100 points is available.

Contract Award

All Proposals shall be deemed to remain in effect and subject to selection by the Authority until a Rental Car Operating Agreement is actually signed, or one-hundred twenty (120) calendar days after the Deadline for Proposal submission.

Execution of Agreement

NOTE: Proposers are required to review the attached Rental Car Operating Agreement. If the Proposer fails to provide requested changes or comments to the agreement, the Authority will assume the Proposer agrees to the agreement as written. The Authority has limited ability to change the agreement. Any requested changes may be rejected by the Authority.

After completion of the evaluation process, the Authority will notify the successful Proposer and then will promptly begin any required negotiations. The successful Proposer shall fully execute and deliver to the Authority a signed Rental Car Operating Agreement within ten (10) days after receipt of a letter of award in the form negotiated by the Authority and Proposer unless this time frame is extended in the sole discretion of the Authority. The agreement shall be substantially in the form of the Sample Rental Car Operating Agreement in this RFP, subject to negotiation of Exceptions noted by the Proposer in its Proposal. Should the successful Proposer fail to execute and deliver the Rental Car Operating Agreement within ten (10) days, the Authority may cancel the letter of award.

If, for any reason, a satisfactory agreement cannot be negotiated with the selected Proposer, then discussions with that Proposer will be terminated and initiated with the next highest-ranked Proposer.

The Proposer will be required to execute the Rental Car Operating Agreement before it is presented to the Authority Board for approval.

Failure to Contract

If the Authority and successful Proposer fail to enter into and execute a formal written Rental Car Operating Agreement within ten (10) days after Proposer receives a letter of selection in the form negotiated by the Authority and Proposer, unless this time frame is otherwise specifically extended in writing by the Authority, said Proposer's Proposal Bond shall be forfeited as liquidated damages and the Proposal shall be deemed rejected.

SECTION VIII - APPENDICES– GENERAL INFORMATION

In the Proposer's analysis of Airport activity, one must keep in mind that past performances and passenger distribution are subject to change due to a variety of reasons, including:

- Airline relocations;
- Airline strikes;
- Airport construction and reconfiguration;
- Reduced airline traffic;
- Security restrictions imposed by the TSA or the Authority; and
- Other economic factors impacting airline travel patterns.

Appendix A – ACDBE Participation

ACDBE Certification

An Airport Concessions Disadvantaged Business Enterprise (ACDBE), as defined by 49 CFR Part 23, is a business concern that meets criteria in the following categories:

A. Ownership – A firm seeking ACDBE certification must be a for-profit small business in which a U.S. citizen (or resident alien) owns at least a 51% interest (or in the case of any publicly owned business, at least 51% of the stock is owned by one (1) or more socially and economically disadvantaged individuals). Socially disadvantaged individuals include:

- Women;
- Black Americans,
- Hispanic Americans, regardless of race;
- Native Americans;
- Asian-Pacific Americans,
- Asian-Indian Americans.

Individuals who are not in a presumptive group must prove social disadvantage to the Authority.

B. Personal Net Worth – The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence; additional exemptions are listed in 49 CFR Part 23.

C. Control - The socially and economically disadvantaged applicants(s) must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is seeking certification. The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations. The firm must not be tied to another firm in such a way as to compromise its independence and control

D. Size - Applicant firms must meet the small business size standards established by the U.S. Small Business Administration. Depending upon the nature of work performed, a firm (including its affiliates) must not have average annual gross receipts over the firm's previous three (3) fiscal years in excess of \$52,470,000 with some exceptions. Applicable size standards can be found in 49 CFR Part §23.33or [here](#).

The Authority may conduct post award compliance reviews of the ACDBE participation under the contract. Concessionaires that are awarded contracts

pursuant to this Solicitation shall keep all records as necessary to enable the Authority to determine compliance with the ACDBE obligations. Records to be kept by the Contractor will include, but are not limited to, information on the type of goods and/or services provided by the ACDBE firm(s), the dollars spent with each ACDBE firm and the ACDBE certification status of the firms.

Certification Process:

Firms seeking to participate in concession opportunities as an ACDBE must be certified by the Raleigh-Durham Airport Authority’s Small Business Program Office. The ACDBE Program application forms are available for download from the North Carolina Department of Transportation website at: <https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx> (utilize the “DBE” application).

Submit all ACDBE applications and supporting documents for certification to:

Small Business Program Office Raleigh-Durham Airport Authority PO Box 80001 RDU Airport, NC 27623
--

The application should clearly identify the “Airport Concession” as the opportunity for which the ACDBE certification is being sought. The concessionaire shall ensure that ACDBE applications are submitted in a timely manner (at least 4 weeks before the deadline for Proposal award). The applicant ACDBE shall include a statement of the goods and services that it plans to provide. Once certified by the Authority, ACDBE firms will be required to submit an annual “No Change Affidavit” as required under 49 CFR Part 23.

The Authority’s Small Business Program Office will assist interested Proposers in identifying current Authority-certified ACDBE firms and other minority firms upon request. Direct all questions about ACDBE certification should be to Thiané Carter at (919) 840-7712 or via email at thiane.carter@rdu.com.

Acceptable ACDBE Participation

Proposers should reference 49 CFR Part 23.55 to demonstrate acceptable ACDBE participation. ACDBE Participation is reviewed based on the total dollar amount of the gross receipts earned by the ACDBE for its portion of work in the proposed concession. Options for meeting this commitment are:

- A. 100% ACDBE participation:** For this option, the Proposer is solely owned and operated as a certified ACDBE firm. ACDBE participation represents the total dollar value of gross receipts under a concession agreement or

management contract or subcontract. Include ACDBE certification letter in Proposal.

- B. Joint Venture or Partnership Agreement:** For this option, a Proposer enters into a joint venture or partnership agreement with a certified ACDBE partner, in which the ACDBE partner has financial risk and reward commensurate with the ACDBE participation goal for this Concession Opportunity. For example, if the ACDBE goal is 29%, then the ACDBE concessionaire's risk in terms of investment in the operation and anticipated upside (reward) must be no less than 29%.

The Authority interprets 49 CFR Part 23.55 strictly as it relates to joint ventures. Neither the revenues generated by the joint venture nor the ownership interest of an ACDBE partner will count towards the ACDBE goal established in this Solicitation. 49 CFR Part 23.55(d) provides that when an ACDBE performs as a participant in a joint venture, the Authority must "count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward the ACDBE goals." The Authority has determined that in order for the ACDBE's role to be "distinct" and "clearly defined", the Proposer must contract for specific management or other services with ACDBE firm(s). If the parties entered into a management agreement, 49 CFR Part 23 would permit the "entire amount of fees or commissions charged by an ACDBE for bona fide services to count towards ACDBE participation". The fees or commissions must be based on market rates ("reasonable and not excessive as compared with fees customarily allowed for similar services").

If the Proposer plans to participate in a joint venture or partnership with a certified ACDBE firm, the Proposer must submit a joint venture application (see Appendix 2) for approval by August 30, 2019 prior to the Proposal due date stated in the Solicitation for evaluation. For purposes of ACDBE participation, joint venture entities are not certified as ACDBEs.

- C. Percentage of Goods/Services towards Vendor Purchases:** For this option, the Proposer designates a percentage of the gross sales that will be committed to the purchase of goods and services from ACDBE or DBE certified vendors. ACDBE participation for goods and services will be counted according to regulations 49 CFR Part 23.55.

Good Faith Efforts

All Proposers shall be required to take all steps reasonably necessary in accordance with the Authority's ACDBE Plan and 49 CFR Part 23 and 26 to ensure that minority firms and ACDBEs have the maximum opportunity to participate in contracts and subcontracts. Failure to make a good faith effort and to adequately document such efforts to the Authority will be grounds for disqualifying a bid as non-responsive. Proposers shall not discriminate on the basis of race, color, national origin or gender in the selection of suppliers and

subcontractors and in the performance of this contract. In order to comply with the proposal requirements of Part 23 a Proposer shall either meet the specific ACDBE goal for this Concession Opportunity, or in the alternative demonstrate that the Proposer has made sufficient good faith efforts to meet the goal in accordance with the good faith effort provisions of Part 23 and Part 26.

- A.** If a Proposer is unable to meet all or any part of the ACDBE participation goal, the Proposer must submit documentation of good faith efforts. The good faith effort documentation must be submitted with the Proposal, under separate cover titled "Good Faith Efforts".
- B.** Good faith efforts of a Proposer shall be evaluated by the Authority to determine whether the efforts to obtain ACDBE participation were those that a firm aggressively seeking partners or subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether there were qualified ACDBEs available and willing to participate in a reasonable manner.
- C.** The Small Business Program Office will review the good faith effort documentation and determine whether a Proposer has made a good faith effort to achieve the ACDBE goal.
- D.** The following examples are possible efforts demonstrating good faith; however, this is not inclusive or exhaustive:
 - a.** Attend any informational meetings that are scheduled by the Authority regarding ACDBEs;
 - b.** Advertise in major circulation newspapers, trade association newsletters and minority and/or women-oriented media concerning the ACDBE participation opportunities;
 - c.** Provide written notice to ACDBEs regarding the concession contract being solicited, in sufficient time to allow ACDBEs to participate;
 - d.** Follow-up initial solicitations of interested ACDBEs to determine their level of interest in the opportunity; Provide interested ACDBEs with adequate information about the RFP, the certification process and other elements of the opportunity;
 - e.** Negotiate in good faith with interested ACDBEs and not reject ACDBEs as unqualified without sound reasons, based upon thorough investigation of their capabilities; and,
 - f.** Make efforts to assist interested ACDBEs in obtaining financing or insurance (if applicable).

Compliance and Assurances

All Proposers are hereby notified that failure to carry out the obligations of the ACDBE Plan and 49 CFR Part 23 and 26 regulations will constitute a breach of good faith in dealing with the Authority, and the Authority will take any and all

actions permitted by law to ensure compliance by all concessionaires employed by it. Any Proposer who fails to meet or exceed the goals and fails to provide satisfactory evidence of its good faith effort to include ACDBEs in its Proposal will be deemed to have submitted an incomplete or non-responsive bid and its bid will be rejected.

Agreements between a Proposer and an ACDBE in which the ACDBE promises not to provide Proposals to other Proposers are prohibited. Following the opening of the Proposals, no change shall be made in any of the ACDBE firms proposed to be engaged by the Proposer without the prior written consent and approval of the Small Business Program Officer and the Business Development Office. Proposers shall make a satisfactory good faith effort to replace any ACDBE that is unable to perform successfully with another ACDBE. All substitutions shall be coordinated with and approved by the Small Business Program Office and the Authority's Business Development Office prior to being made.

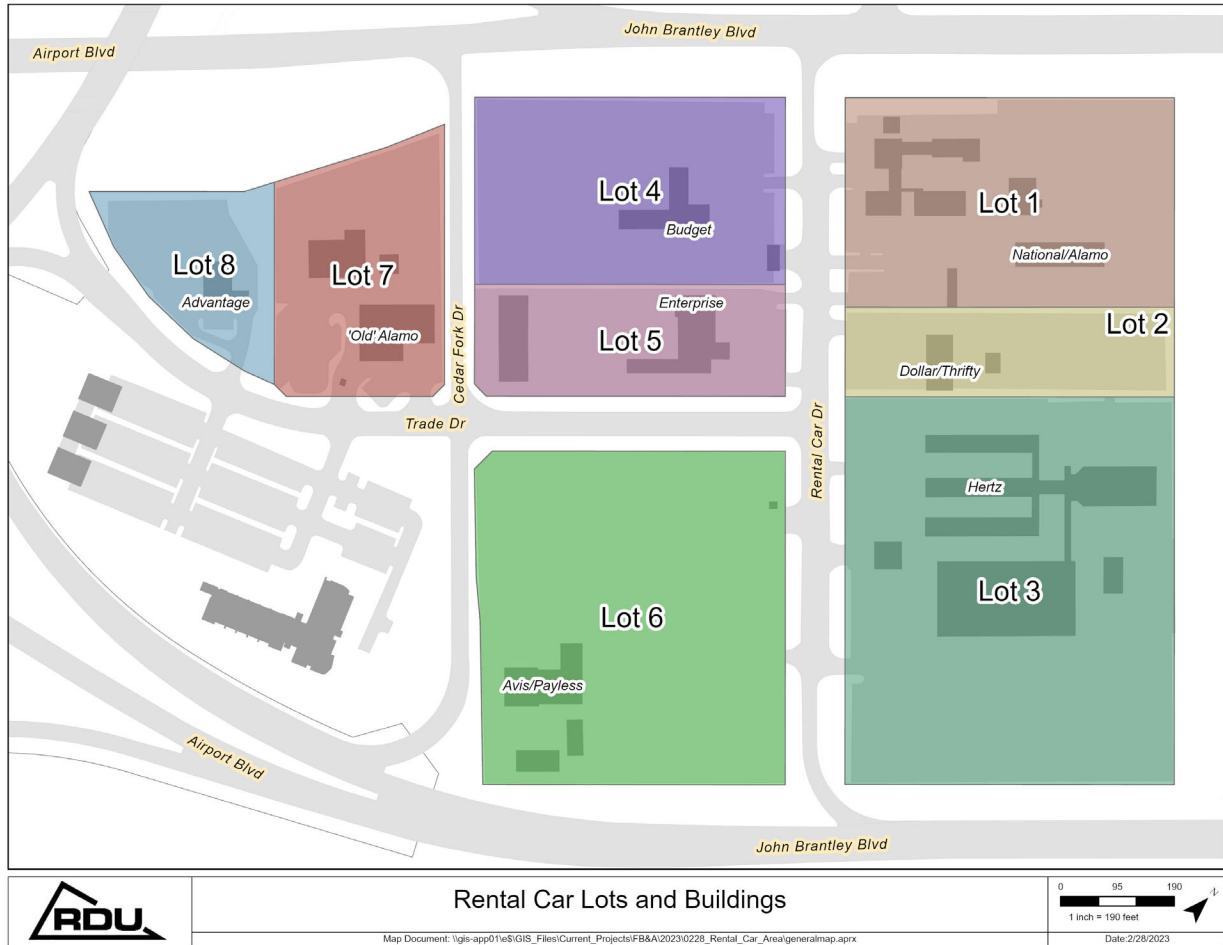
Appendix B – Statistical Information

This Appendix B contains information that may be helpful to Proposers in preparing a Proposal.

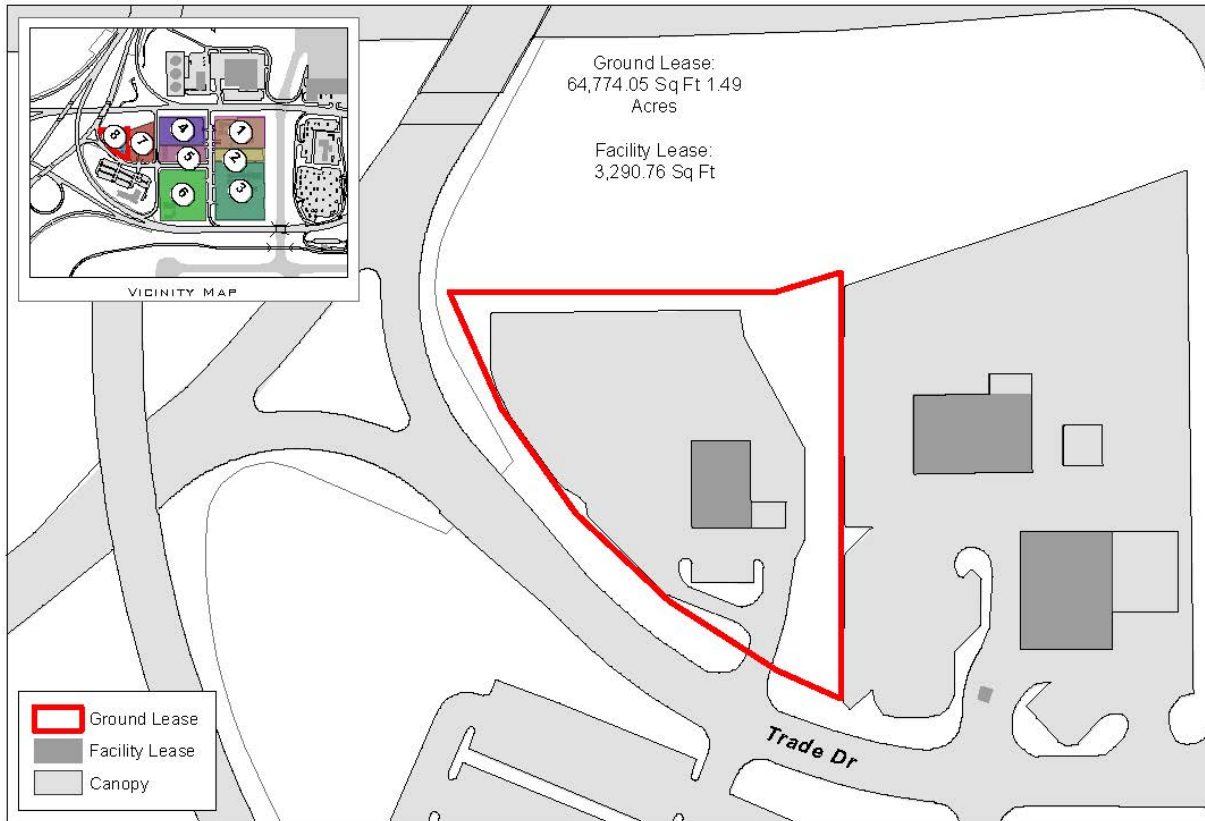
- Lease Outline Drawings
- Deplanements
- Current rental car concession sales and market share

The reports in this section are provided as a convenience to the Proposer without any warranty whatsoever by the Authority. The Proposer shall make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources. Proposers are encouraged to conduct their own research and/or surveys to determine if its proposed services are compatible with RDU passengers.

Lease Outline Drawings



Lease Outline Drawings



Leased Premises - Lot #8 Raleigh-Durham
International Airport

Document Path: \\Rdugis1\GIS\Projects_Lease Maps\Rental_Car_Leases_2016\Lot_8.mxd

0 30 60 90

1 inch = 90 feet

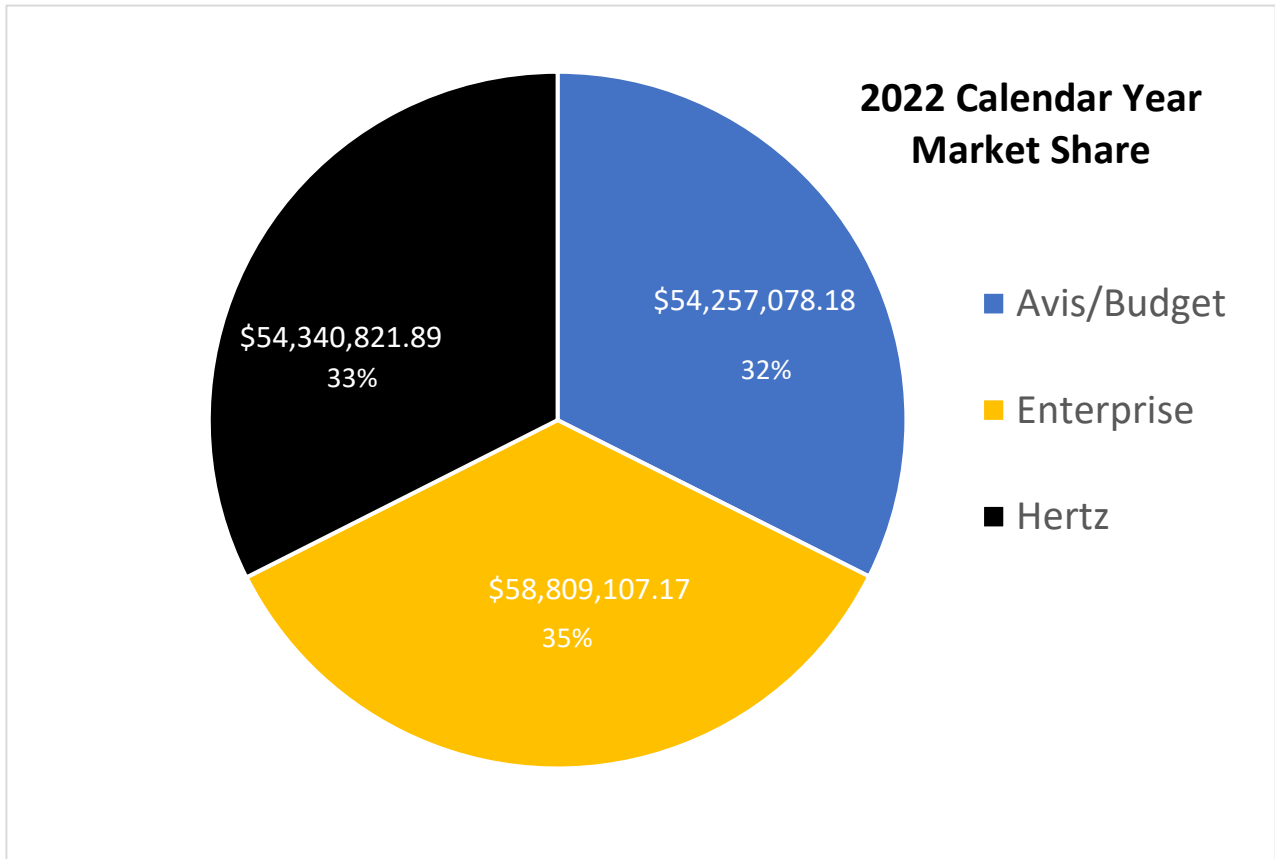


Deplaned Passenger Traffic

Calendar Year	TOTAL Deplanements
2020	2,447,877
2021	4,387,170
2022	5,903,162

Historical Gross Sales

	2020	2021	2022
Avis/Budget	\$16,196,670.93	\$41,198,739.99	\$54,257,078.18
Enterprise	\$33,433,451.04	\$48,692,848.63	\$58,809,107.17
Hertz	\$20,027,822.30	\$42,667,234.40	\$54,340,821.89
Total	\$69,977,906.26	\$132,558,823.03	\$167,407,007.24



Appendix C –Proposal Forms

Proposal forms have been developed for certain sections of this solicitation that must be incorporated into Proposer’s submittal. Proposal forms shall be executed in the name of the business actually proposing to perform the contract, if awarded. Where specified, forms shall bear the signature of an officer authorized to sign for the Proposer, the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal.

Where a form is provided, specific information must be entered into the form and / or inserted with the form in the correct section of the Proposal. Proposers are encouraged to enter the information directly into the form where applicable.

Proposers may not alter the base text of any document issued with this RFP.

Proposal Form List:

1. ACDBE Participation Forms
2. Pro Forma & Capital Requirements
3. Fees Proposal Form
4. Rental Car Operating Agreement Commitment Form
5. Solicitation / Addenda Acknowledgement Form
6. Administrative Information Form
7. Proposal Declaration Form
8. Business References Form
9. Financial References Form

1. ACDBE Participation Forms

Instructions: Complete and attach the Airport Concessionaires Disadvantaged Business Enterprise Commitment Form to Section 3 of the Proposal.

If applicable, complete and submit the Airport Concessionaires Disadvantaged Business Enterprise Joint Venture Application to the Small Business Program Office. This form may be submitted for review through **May 1, 2023**, prior to submission of Proposals.

Final applications must be submitted with the Proposal.



**RALEIGH-DURHAM AIRPORT AUTHORITY
ACDBE REQUIRED INFORMATION CHECKLIST**

Use the following forms and additional pages where necessary to provide the following information:

	<u>All Proposers</u>	<u>Joint Venture Proposers</u>
1. ACDBE Commitment Form	X	
2. ACDBE Joint Venture Application		X
3. Affidavit of Joint Venture		X
4. ACDBE Certification Letters/ Certificates	X	
5. Joint Venture Agreement		X
6. Letter of Intent to Perform detailing the ACDBE Participation percentage and role of each ACDBE, signed by each DBE participant and non-DBE participant.	X	
7. Profit and Loss Sharing agreement/plan		X
8. Statement of Start Up and Operating Costs - provide itemized statements of start-up and operating costs for the concession operation	X	
9. Detail Plan for Capital Contributions – provide an itemized statement of each members capital contributions (identifying cash investments and loan amounts)	X	
10. Other Applicable Ownership Interests – provide list of joint ventures or other business relationships between the ACDBE and non-ACDBE members of this agreement	X	
11. Detailed description of functions to be performed by ACDBE firm (identifying ACDBE’s personnel responsible for the functions)	X	
12. Detailed description of functions to be performed by non-ACDBE firm (identifying personnel responsible for the functions)	X	
13. Resumes of all principal managers	X	
14. Business resume/capability statement showing ACDBE firm’s experience in performing work relevant to this concession opportunity	X	



RALEIGH-DURHAM AIRPORT AUTHORITY
AIRPORT CONCESSIONAIRES DISADVANTAGED BUSINESS ENTERPRISE
COMMITMENT FORM

Name of Proposer _____	Proposal Name _____
-------------------------------	----------------------------

ACDBE Goal (%) _____	Proposed ACDBE Participation (%) _____	Proposed ACDBE Participation (\$) _____	_____
-----------------------------	---	--	-------

List each ACDBE firm participating in this lease agreement/proposal. Attach additional sheets as needed.

ACDBE Partner Name _____	ACDBE Participation Proposed (Dollars/ Percentage %) \$_____ %
Contact Person _____	E-mail Address _____
ACDBE Participation Proposed (Dollars/ Percentage %) \$_____ %	Capital Contribution Required _____
Source of Capital Contribution _____	
Participation Type <input type="checkbox"/> Prime Concessionaire <input type="checkbox"/> Joint Venture Partner <input type="checkbox"/> Sub-concessionaire <input type="checkbox"/> Supplier/ Distributor <input type="checkbox"/> Other	
ACDBE Status <input type="checkbox"/> Certified (Attach Letters of Certification) <input type="checkbox"/> Certification Pending – Indicate Agency of Pending Certification _____	
List ACDBE Certified NAICS Codes 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	
Describe Type of Work or Service to be Performed (Attach resumes for key personnel/principals of ACDBE firms) _____	

Please check the appropriate box, and sign the document.

- The proposer is committed to a minimum ACDBE participation of _____%, which meets or exceeds the ACDBE goal as listed in the RFP.
- The proposer is committed to a minimum ACDBE participation of _____%, which does not meet the ACDBE goal as listed in the RFP. Supplemental documentation demonstrating good faith efforts to meet the goal has been provided.

Signature _____ Title _____

A copy of the joint venture agreement must be attached to this application

Joint Venture Name _____	Contact Person _____
E-Mail Address _____	Telephone Number _____

ACDBE Partner Name _____	Contact Person _____
E-Mail Address _____	Telephone Number _____
Percentage Ownership in Joint Venture _____	

Non-ACDBE Partner Name _____	Contact Person _____
E-Mail Address _____	Telephone Number _____
Percentage Ownership in Joint Venture _____	

This form is to be submitted if a Proposer is proposing ACDBE participation in the concession as a joint venture.

The joint venture agreement must clearly state:

1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each joint venture member, and 3) the allocation of risks and liabilities between joint venture members.

No subsequent changes to the joint venture agreement will be allowed without prior notice to the Authority. Any changes to the roles and responsibilities of the ACDBE joint venture member will require the prior approval of the Authority.

Name of Propser: _____

Proposal Name (from title page of Request for Proposals):

The Proposer, taking into consideration the roles and responsibilities of the ACDBE in the management and day-to-day operations of the concession, represents that the value of the ACDBE participation in the concession will be equal to _____ percent of the gross revenues of the concession.

The undersigned covenants and agrees to provide the Authority with current, complete and accurate information regarding the actual performance by the ACDBE joint venture member in the concession's management and operations, as required by the Rental Car Operating Agreement and/or upon request by the Authority. Any material misrepresentations in this Affidavit, in the attached joint venture agreement, or in any other information provided to the Authority by Proposer regarding ACDBE participation may be an event of default under the Rental Car Operating Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE RESPONDENT TO MAKE THIS AFFIDAVIT.

(Name and Title of Affiant – Print or type)

(Signature)

(Date)

On this _____ day of _____, 20__.

The above signed officer, _____ (Name of Affiant), personally appeared and, known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

Seal

Commission expires: _____

Part 1 - Pro Forma Template & Capital Requirements

Instructions:

Complete the Pro Forma Template provided in MS Excel format included with the RFP to provide financial projections for the full term of the Rental Car Operating Agreement. Include all projected revenue and expenses.

Include all assumptions used in a tab called "Proposer Notes."

Complete the Capital Requirements tab.



RAC ProForma
Draft-Deplanement

Part 2 - Fees Proposal Form

Concession will remit Percentage Rent to the Authority each month.

Percentage Rent –

Proposer must propose the percentage rent of sales, at a minimum of 10%

Percentage Rent: _____ % of total gross revenues

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the term of the Agreement.

BY: _____
(Signature of Chief Financial Officer)

(Printed Name of Chief Financial Officer)

DATE: _____

Telephone No.: _____

Rental Car Operating Agreement Commitment Form

Proposer must commit to execute the Rental Car Operating Agreement in substantially the same form as that included with the Solicitation.

Proposer may include a list of exceptions to the terms of the Rental Car Operating Agreement, if any, below. The only provisions of the Rental Car Operating Agreement that the Authority will consider negotiating are those specifically identified below. Any exception to the Agreement terms and conditions not noted below cannot be raised later.

Select and complete one of the following:

Proposer will execute the Rental Car Operating Agreement in substantially the same form as that included with the Solicitation with no requested exceptions.

Proposer Representative Signature: _____

Proposer Representative Name: _____

Proposer Representative Title: _____

Proposer will execute the Rental Car Operating Agreement in substantially the same form as that included with the Solicitation with requested exceptions as listed below.

Proposer Representative Signature: _____

Proposer Representative Name: _____

Proposer Representative Title: _____

**Requested exceptions to the Rental Car Operating Agreement
(Attach additional sheets if necessary)**

2. Solicitation / Addenda Acknowledgement Form

Please enter the information below to acknowledge the receipt of this Solicitation and each Addendum to the Solicitation.

Company Name

Address

Phone Number

Email Address

	Signature	Date
Solicitation	_____	_____
Addenda No. 1	_____	_____
Addenda No. 2	_____	_____
Addenda No. 3	_____	_____
Addenda No. 4	_____	_____
Addenda No. 5	_____	_____
Addenda No. 6	_____	_____
Addenda No. 7	_____	_____
Addenda No. 8	_____	_____
Addenda No. 9	_____	_____
Addenda No. 10	_____	_____

3. Administrative Information Form

Main Point of Contact for Proposer: _____

Telephone Number: _____

E-mail Address: _____

Legal Notice Address: _____

Name of the Party that will execute the Rental Car Operating Agreement: _____

Title: _____

4. Proposal Declaration Form

I, the undersigned, warrant that I have carefully examined the Solicitation and Rental Car Operating Agreement documents included in this Solicitation. Proposer guarantees that the Proposal submitted meets or exceeds specifications contained in the Solicitation document. Any exceptions are described in detail and all requested information has been submitted as requested. Proposer acknowledges that the Proposal may not be withdrawn for a period of one hundred twenty (120) days after the Proposal submittal due date. Except as otherwise expressly provided in the Proposal, the Proposal incorporates by reference, as if fully set forth in the Proposal, the full content of the Solicitation and Rental Car Operating Agreement.

I further warrant that if this Proposal is accepted, Proposer will contract with the Raleigh-Durham Airport Authority in substantially the form of the Rental Car Operating Agreement hereto attached and comply with the requirements of the RFP and Rental Car Operating Agreement documents. Proposer shall deliver an executed Rental Car Operating Agreement to the Authority within fifteen calendar days after Proposer receives the Authority's notice of award. If Proposer fails to meet this requirement, Proposer's Proposal Guarantee shall be forfeited.

I affirm that I am duly authorized to execute the Rental Car Operating Agreement and the Proposal Declaration Form; and that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer.

Name of Proposer: _____
Signature of Authorized Person: _____
Title of Signer: _____
Business Address of Proposer: _____

Business Phone: _____
Date: _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary

(Seal)

5. Business References Form

Business References (provide two business references and one financial reference. Bank reference must be the primary financial institution with which business is conducted for the locations provided on the prior page).	
Business Reference #1	
Supplier Name:	Account No.:
Email:	Telephone No.:
Address:	
Goods/Services Purchased:	
Business Reference #2	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	
Business Reference #3	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	

6. Financial References Form

Business References (provide two business references and one financial reference. Bank reference must be the primary financial institution with which business is conducted for the locations provided on the prior page).	
Credit Reference #1	
Supplier Name:	Account No.:
Email:	Telephone No.:
Address:	
Goods/Services Purchased:	
Credit Reference #2	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	
Credit Reference #3	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	

Appendix D - Sample Rental Car Operating Agreement