



**Request for Bids
Airport Car Rental Concessions
Proposal No. P16-005**

**Purchasing Department
73 Harlow Street
Bangor, Maine 04401
207-992-4282**

Issue Date: August 5, 2015

Addendum No. 3

The following questions were submitted by prospective Respondents for the City's RFP: Airport Car Rental Concessions. The City's responses to the questions follow in *Italics*.

1. Section II – references submission of one original and three copies to be mailed. Additionally states proposal may also be submitted via email. Does a submission of one original via mail and one electronic copy via email will satisfy the requirement?

Yes.

2. Capital Investment- the RFP mentions that evaluation factors include capital investment for the service facilities- since the proposers do not know which facility they will receive, how can they provide an estimate of the capital investments they plan to make?

The City has identified eight different criteria which will be considered when awarding contracts. Capital investment is a typical evaluation criteria, as it allows companies to define and commit to a long term business relationship. This criteria provides the Car Rental Agencies with an opportunity to invest in a facility to help provide a better product or service. While the designated location is not known prior to the selection, there are similarities among the sites. As an example, Bidders may wish to upgrade existing equipment such as wash bays. For those sites without buildings, Bidders may wish to invest in a new facility with state-of-the-art equipment.

3. Concession Agreement: Article I – Premises – please delete “April 30, 2016” from (A) so that the use of the current counter space is from Nov through complete of the construction. Also please delete “March 1, 2016” so the use of the new space commences upon completion of construction.

The agreement does specify, and has the language, “or at the completion of the construction phase”. We can specify that this phase (phase 3) involves the build out of the new car rental offices.

4. Concession Agreement: Article II – Term – please add to the last sentence, “upon Concessionaire’s approval.”

The City agrees to this addition.

5. Concession Agreement: Article III – Use of Premises – please review this provision and revise or delete “at destinations where automobile rental services furnished by Concessionaire or by members of the Concessionaire” as it currently does not read correctly.

The City agrees to delete the sentence from “at destinations...” through “consent of the Airport Director.”

6. Concession Agreement: Article III – Use of Premises – please add to use, “and for uses incidental thereto”

This will be added before “and for no other purposes.”

7. Concession Agreement: Article V – Rental Charges – paragraph (A)(5) – please add to end of sentence, “within 30 days of Owner’s receipt of the Concessionaire’s statement of annual gross revenue required above.”

The City will add the language requested, however, the limit shall be 90 days.

8. Concession Agreement: Article V – Rental Charges – paragraph (A)(5) – please revise the word “rental” throughout to “Concessionaire fee”

The City agrees to this revision.

9. Concession Agreement: Article V – Rental Charges – paragraph (A)(6) – please revise the following sentence as shown, “It shall not include federal, state or local taxes collected by the Concessionaire from its customers, sums received as insurance compensation for damage to Concessionaire’s automobiles or property, or sums received from loss, conversion or abandonment of Concessionaire’s automobiles or property, or customer Facility Charges that may be required by Bangor International Airport to be charged the customer, amounts received by Concessionaire for the disposal of equipment or vehicles, and reimbursement of tolls, tickets, towing, or fines paid by Concessionaire.”

The City agrees to this revision.

10. Concession Agreement: Article V – Rental Charges – paragraph (F) – please add to the end of the first sentence, “related to gross revenues.”

The City agrees to this addition.

11. Concession Agreement: Article V – Rental Charges – paragraph (G) – please clarify that the City will use the CFCs only for rental car related facilities, improvements, operations and maintenance.

It is the City's intent to use CFC's only for car rental related facilities, improvements, operations and maintenance.

12. Concession Agreement: Article VII – Concessionaire's Obligations – paragraph (F) – should be "subject to Article V(F) hereof"

The sentence should read, "...conducted hereunder, and, subject to Article V(F) hereof, concessionaire further agrees..."

13. Concession Agreement: Article VII – Concessionaire's Obligations – paragraph (H) – please revise to delete any "repair" obligation from Concessionaire. All "maintenance and repair" obligations shall rest with Owner.

Maintenance responsibilities rest with the concessionaire, reasonable wear and tear accepted.

14. Concession Agreement: Article VIII – Owner's Obligations – please add a paragraph detailing Owner's maintenance and repair obligations.

Owner shall be responsible for repair and maintenance of the building's major structural components, such as the roof, walls, foundation, operating systems, exterior paint, surfaces, parking areas, grounds and landscaping.

15. Concession Agreement: Article VIII – Owner's Obligations – paragraph (A) – please define "non-Concessionaire Owners"

Should read, "Non-Concessionaire car companies."

16. Concession Agreement: Article IX – Indemnity – second paragraph, end of first sentence, please add "except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of the Owner, its agents, employees or invitees."

The City agrees to this addition.

17. Concession Agreement: Article XII – Concessionaire Termination Rights – paragraph (C) – add “premises” to the areas destroyed.

The City agrees to this addition.

18. Concession Agreement: Article XIII – Subletting, Subcontracting and Assignment – the second paragraph regarding subcontractors should be revised to be applicable to this agreement.

The City of Bangor will delete this language from this section of the agreement.

19. Concession Agreement: Please add a provision providing attorney fees for the prevailing party.

The City will not be adding such provision.

20. Lease: Article IV – Use, Occupancy and Improvements – paragraph (A), please further describe the use as follows: “for the purposes of operating a Rental Car Maintenance Facility, including without limitation, the cleaning, washing, fueling, and servicing of vehicles.”

The City of Bangor will allow the use of these facilities for the purpose only of operating a car rental maintenance facility. As an example, a company would not be authorized to operate a car wash facility, or a vehicle repair shop open to the public.

21. Lease: Article VI – Damage by Fire or Other Casualty – please revise to read as follows: Lessor is not required to insure the demised premises against loss by fire and the extended coverage usual in such insurance. In the event of destruction or damage of buildings owned by Lessor on the demised premises, or to any part thereof, and as often as the improvements shall be damaged by fire or other casualty, Lessor shall have the right, but not the obligation to rebuild and repair the building for occupancy. If Lessor elects not to rebuild and repair, it shall so notify Lessee within thirty (30) days of the date of the casualty or more expeditiously if possible of its decision and the lease shall terminate. In the event the damages are of such extent as to reasonably prevent Lessee from operating at its usual level within the demised premises, then Lessee shall have the right to terminate this Lease and shall notify Lessor within 30 days of the date of the casualty the aforementioned time period, and Lessee's obligation to pay rent as herein above provided shall terminate upon receipt of such notice by the Lessor and surrender of the premises by the Lessee. All rents due hereunder shall abate during the period in which the

demised premises are unusable to the extent that the demised premises are unusable.

The City agrees to this revision.

22. Lease: Article VIII – Hazardous Waste – please add the word “reasonable” before “costs” in first and second paragraphs. Please also please review this section for typos as it appears that (i) the words “of” and “or” were used incorrectly in many places and the words “placed” and “statute” were misspelled.

“Reasonable” before costs is acceptable. “Placed” should be corrected in the first paragraph. “Statute” is misspelled “statue” in the second paragraph. The final “of” in the second-to-last paragraph should be removed.

23. Lease: Article IX – Covenant To Hold Harmless – in paragraph (B)(3), please add the word “reasonable” before “attorney, engineering and consultant fees, investigation, testing and laboratory fees, court costs...” Also, please correct the reference to 42 U.S.C. Sec. 6901 (it currently reads 42 U.S.C. Sec. 691).

The City agrees to this revision.

24. Lease: Article XIII – Maintenance and Repairs – please revise this section to mirror the maintenance and repair provision in the current lease (paragraphs A, B, and C of Article XIII). In this draft agreement, Landlord has no maintenance responsibility. Landlord should be responsible for the structural components and major systems. The last sentence of paragraph (B) of the draft lease should be deleted.

The Lessor shall maintain structural components. The last clause of paragraph B (starting with “nor shall any exception...”) shall be deleted.

25. Lease: Article XXI – the last paragraph regarding subcontractors should be revised to be applicable to this agreement.

The City of Bangor will delete this language from this section of the agreement.

26. Lease: Please add a provision providing attorney fees for the prevailing party

The City will not be adding such provision.

All other terms, conditions and specifications of this request remain the same.

Please acknowledge this addendum by signing the acknowledgement below and returning this form with your bid.

If you have already submitted a bid and would like to make a change reflecting this addendum, you may request in writing your bid be returned to you.

The following Addendum(s) is/are hereby acknowledged:

Addendum No. 3 – Issued August 5, 2015

Business Name

Name (print or type)