



# METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

## IFB-19-11081 Rental Car Concessions, Dulles Airport

April 26, 2019

### Questions and Answers

**Notice: Questions may have been edited for clarity and relevance.**

- 39. Question:** Will the Authority incorporate the following language into the Car Rental Customer Facility Charge (CFC) Ordinance / Board Resolution and/or Concession Agreement?
- A) Commencing not later than sixty days after the approval and publication of this Ordinance/Resolution by the MWAA Board, or on such date thereafter as the Customer Facility Charge can be collected, as determined by the Airport Director (“Charge Effective Date”), the Airport’s Customer Facility Charge program authorized by this Ordinance/Resolution shall be imposed.
  - B) The CFC’s shall be used to pay, or reimburse the Airport, for the costs associated with the design, planning, and construction of facilities or improvements exclusively used by the rental car companies located at the Airport. Any or all of the CFC’s collected may be pledged to the punctual payment of debt service from Special Facility Bonds on obligations issued by or on behalf of the airport for the cost of the car rental portion of the Sites expansion, and to create and maintain reasonable reserves. Eligible costs for the car rental facilities shall include all costs, fees, and expenses associated with the planning, design, equipping, construction, and other related costs for the development, improvement, reallocation, or acquisition of car rental facilities. Eligible costs for the related transportation facilities and equipment shall include operating costs in addition to the foregoing costs. Nothing herein shall be construed to make fees or costs incurred in tenant improvement for space exclusively used by a car rental company ineligible.
  - C) The CFC’s shall be used to pay, or reimburse, the participating car rental companies for reasonable and necessary consulting and attorney’s fees, as determined by the Airport Director which are directly related to their participation in facility projects.
  - D) CFC Revenues shall be used only for the specifically-authorized uses detailed above. CFCs are not general airport revenue and shall not be treated as such.

E) The CFC Ordinance/Resolution shall sunset as of 6/30/2026 and the RACS shall no longer have any obligation to collect/remit CFCs if Special Facility Bonds are not issued by 6/30/2026 to fund long-term RAC facilities.  
F) The Authority shall provide a quarterly report to the Car Rental Companies which shall indicate the total aggregate amount of Customer Facility Charges collected, aggregate number of Transactions, aggregate Transaction Days, and expenditures from CFC account(s) by project.

**Answer:** No, the Authority will not consider the proposed language. The collection of CFCs was authorized by the Authority's Board of Directors and shall be collected through the term of these Contracts. The CFCs will be used as provided for in Article 5, Section 5.01 (6) of the Contract.

- 40. Question:** Please allow CFC funding to be used to cover:
- a) upgrades to facility;
  - b) maintenance bay replacement or repair;
  - c) Lifts and tire machines affixed to the location;
  - d) replacement flooring;
  - e) reroofing;
  - f) carwash repair or replacement;
  - g) repair or reinstallation of fueling station
  - h) repaving parking lot
  - i) barrier gates
  - j) exit booth and ticket infrastructure and replacement
  - k) electric charging infrastructure
  - l) cameras and security

**Answer:** See answer to Question 39.

- 41. Question:** Will the MAG be adjusted if Metro Silver Line service to Dulles Airport reduces rental car demand?

**Answer:** Under Amendment No. 2, the Authority will only consider abatement of Minimum Annual Guarantee in the circumstances where there is a decrease in Non-Connecting Deplaning Passengers.

- 42. Question:** Is a single insurance policy that covers the minimum required insurance amounts sufficient to satisfy insurance obligations?

**Answer:** Yes.

- 43. Question:** Do "construction services" count toward ACDBE participation?

**Answer:** Pursuant to 49 CFR part 23, §23.55(k) construction costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "build-out") are not counted for ACDBE purposes.

- 44. Question:** Attachment V (pp. 41–44). MWAA Application For ACDBE Joint-Venture Eligibility. Please clarify what this document is and the purpose of it.

**Answer:** This document is the joint venture agreement to be used if you are planning to enter into any JV, partnership or contract with another ACDBE firm in order to achieve your ACDBE participation goal requirements.

- 45. Question:** Please confirm that Attachment V is not a document that is required to be submitted with bids.
- Answer:** Correct. This document is only required if a bidder intends to enter into any joint venture partnership with an ACDBE.
- 46. Question:** Attachment VII (p. 49-51). ACDBE Contract Compliance Review Checklist. Please confirm that this is not a document that is required to be submitted with bids.
- Answer:** This is not to be submitted with the bids.
- 47. Question:** Please provide the firm names, description of work they are performing and their subcontract amounts and type of DBE or Local DBE's who make up each of the current car rental firms operating now. Also, please provide a summary of expenses of each car rental firm operating on site now.
- Answer:** This information will not be provided; however, list of ACDBEs located at [http://egov1.virginia.gov/swam\\_reports/dbe\\_listing.htm](http://egov1.virginia.gov/swam_reports/dbe_listing.htm):
- 48. Question:** Please provide a list of all reported ACDBEs currently in use by incumbents.
- Answer:** See the Answer to Question 47.
- 49. Question:** To comply with the ACDBE Goal, what would a new entrant need to show as "good efforts" to comply with the 10% goal since it's not possible to reach the ACDBE Goal prior to operating.
- Answer:** First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of actions which bidders should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE

participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- 50. Question:** Would a new entrant need to have 10% ACDBE in place on day one, or can it be phased in due to the ramping up of business.
- Answer:** The bidder must have commitments with ACDBE/DBE firms to meet the 10% on day one. Their performance on the contract does not have to start on day 1. It can be phased in due to the ramping up of business.

- 51. Question:** Would the Authority consider reducing the ACDBE Goal to 6%?  
**Answer:** No. The federal ACDBE/DBE program utilize the Good Faith Efforts process and the Authority will utilize that in evaluating the offeror's commitment to meeting the 10% goal.
- 52. Question:** Section 5.01(a)(6)(i): Would the Authority consider a grace period for each Transaction Day with respect to the CFC?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 53. Question:** Sec. 5.01 (pp. 17-21) Would the Authority consider language, providing for abatement of fees in the event of a significant decrease in deplanements?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 54. Question:** Sec. 9.02(d) (p. 38) Would the Authority consider striking this subsection, as the stormwater permits and stormwater pollution prevention plans (SWPPP) and Multi-Sector General Permit (MSGP) do not apply to rental car facilities at airport locations?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 55. Question:** Sec. 9.12(a) (p. 44). Would the Authority consider revising the first sentence to limit it to spill response for oil, gasoline and other hazardous materials releases caused by the Contractor?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 56. Question:** Sec. 8.08 (p. 9). Standard Provisions Would the Authority consider including the following language due to fleet financing: ["The Authority will not claim or have a lien of any kind, be it contractual or statutory, on or against Contractor's motor vehicles for non-payment of any rent or fees due under the Contract, or for any default of Contractor or any other reason, and the Authority hereby waives all such liens available to the Authority."]?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 57. Question:** Sec. 5.02(a)(9) (p. 22). Would the Authority consider striking "facility rent" from this subsection, as this may have been unintentionally included and "CFCs" from this subsection as CFCs should not be included in Gross Receipts and this conflicts with the exclusion per Sec. 5.02(b)(5)?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 58. Question:** Please confirm there is no radius around the airport for which Gross Revenue must be included – i.e. downtown DC branches do not need to report revenue to the airport.  
**Answer:** See Section 5.02.10 and 11. For vehicles exchanged within a radius of fifty miles and Gross Receipts charged to customers at a hotel within five miles of the Airport if the hotel provides hotel shuttle service to the Airport.
- 59. Question:** Would the Authority consider revising the Green Vehicle requirements in the contract and include definitions for the types of green vehicles which comply the requirement?  
**Answer:** See revised Draft Concession Contract provided with Amendment No. 2.

- 60. Question:** Understanding it is the Authority's intent to return to one (1) designated loading/unloading area, would the Authority consider a ninety (90) day transition period to transition to the revised loading/unloading area.
- Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 61. Question:** Will the Authority create a list of standards for functionality, quality, and remaining life cycle, related to the following: car wash, vehicle lift, bay doors, HVAC, roofing, curbing, canopies, lighting, lot surface, fueling dispensers, fuel tanks, booths, interior ceilings, interior flooring?
- Answer:** The standards are provided in the Section 3.08 of the Contract.
- 62. Question:** Sec. 3.01(c) (p. 4). prohibits the staging of vehicles for customer pick-up or drop off in any public parking facility at the Airport or on the Main Terminal commercial curb or in any area not authorized by the Authority. Does this requirement apply to all rental car companies that do business at the airport?
- Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 63. Question:** Would the Authority consider adding language stating that the Authority will not enter into any agreement with any other on-Airport rental car concessionaire under financial terms more favorable than those the Contract, unless the same terms are also offered to the Contractor, recognizing that each Contractor's Minimum Annual Guarantee may differ, depending on Contractor's bid.
- Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 64. Question:** Would the Authority consider Facilities Rent abatement until the Contractor occupies the Site to be awarded under the Contract?
- Answer:** See revised Draft Concession Contract provided with Amendment No. 2.
- 65. Question:** Would the Authority consider postponing the effective date of the new concession contracts to coincide with the Date of Beneficial Occupancy on the Site?
- Answer:** No, contracts will commence upon the effective date; however, see revised Draft Concession Contract provided with Amendment No. 2 for the payment of Facilities Rent.
- 66. Question:** If a Bidder is a privately held company and does not have "audited" financials, would the Authority accept Bidder's annual balance sheet and statement of comprehensive income, along with a letter from parent company's CFO certifying those statements?
- Answer:** The financial documents are used by the Authority to determine the bidder's financial responsibility. If a bidder is unable to provide audited financials, the bidder should provide the financial information available at the time of submitting a bid. The Contracting Officer will make the responsibility determination after the opening of bids and as part of that determination may request additional financial information. If a bidder is unable to provide adequate financial information, the Contracting Officer may find that bidder non-responsible.

- 67. Question:** In lieu of audited financial statements, would the Authority accept the parent company's audited balance sheet with footnotes?
- Answer:** See answer to Question 66.
- 68. Question:** If Bidders submit financial statements, how will Bidders protect any confidential financial information from disclosure and how will the Authority review and protect the information from disclosure?
- Answer:** Bidders should mark their financial statements as "Proprietary and Confidential." The Authority will use the financial statements to determine the bidder's financial responsibility and financial information will only be provided to Authority employees who are involved in making determinations of responsibility. The financial information submitted with the bid will remain with the Bid documents under the Authority's control.
- 69. Question:** Would the Authority allow 15 days at minimum to return executed?
- Answer:** See Amendment No. 2.
- 70. Question:** Section B.8 of the eligibility form requests a list of litigation "as a result" of a bidder's concession. Can you specify what type of litigation or litigation matters and highlight exclusions (i.e. auto accidents, Personal Injury, 3rd Party litigation)?
- Answer:** Bidders should list litigation that, in the event of an adverse outcome to the bidder, would have a material effect on the bidder's ability to do business. See Amendment No. 2.
- 71. Question:** Section 11.A.6 of Attachment VI, Representations and Certifications, identifies indication of receipt of performance evaluations. Is the performance evaluation specific to operations at IAD? Can you clarify what are performance evaluations? Is this specific to IAD?
- Answer:** This requirement is not specific to IAD or DCA. Bidder should disclose any unsatisfactory performance evaluations received in the last three years
- 72. Question:** Please provide airport growth projections.
- Answer:** See Amendment No. 02.
- 73. Question:** Sec. 8.02 (pp. 30-36) Will the Authority consider the following changes to the insurance requirements?
- a. Sec. 8.02(h)(1)(i) (p. 31). reduce the Commercial General Liability limit to three (3) million.
  - b. Sec. 8.02(h)(1)(iii) (p. 31). strike this subsection, as this is not applicable.
  - c. Sec. 8.02(h)(1)(iv) (p. 31). add to end of sentence: "...[for liabilities caused in whole or in part by the conduct of the Contractor]."
  - d. Sec. 8.02(h)(2)(v) (p. 31). add to end of sentence: "...[for liabilities caused in whole or in part by the conduct of the Contractor]."
  - e. Sec. 8.02(h)(4)(iv) (p. 32). add to end of sentence: "...[for liabilities caused in whole or in part by the conduct of the Contractor]."
  - f. Sec. 8.02(h)(5)(iv) (p. 33). add to end of sentence: "...[for liabilities caused in whole or in part by the conduct of the Contractor]."

- g. Sec. 8.02(h)(6)(iv-v) (p. 34). strike subsections (iv) and (v). We do not add airports as additional insureds on our cyber policy as it is not beneficial to them. Should there be a cyber event and they are affected by it, as an additional insured they could not collect on our policy.
- h. Sec. 8.02(k) (p. 35). strike this subsection, as we are unable to provide copies of our policies. As a privately held company, our insurance policies are not open to inspection by any third party, insured or otherwise.

**Answer:** No changes will be made to the Insurance Requirements.