

Tri-Cities Airport Request For Proposals  
Terminal Automobile Parking Concession

Addendum #1

September 28, 2018

**Changes to the RFP:**

**1. On, page 10 of the RFP Document, Section II, A, Proposal Submittal:**

Remove the following sentence: "Proposals must be received at the Airport Administration Office on or before Friday, October 5, 2018 at 3 pm local time."

Replace the above sentence with: "Proposals must be received at the Airport Administration Office on or before Wednesday October 10, 2018 at 3 pm local time."

Remove the following sentence: "Properly submitted proposals will be opened at the Airport Administration Offices no later than October 9, 2018."

Replace the above sentence with: "Properly submitted proposals will be opened at the Airport Administration Offices no later than October 12, 2018."

## Responses to Written Questions:

1. Please provide a copy of the current Concession Agreement and any amendments for the current operation.
  - a. *A copy of the current parking concession agreement will be included with this addendum. There have been no amendments to this agreement.*
2. Is a parking attendant/cashier required to be on-site 24 hours per day, 7 days per week or can be scheduled in accordance with flight schedules?
  - a. *At least one parking attendant/cashier is required to be on site 24 hours per day, 7 days per week, 365 days per year.*
3. Does any City or other prevailing or living wage apply to the Concessionaire's operation?
  - a. *A prevailing or living wage is not required. The state minimum wage is the applicable minimum wage requirement.*
4. Please confirm the Proposal Due Date – Cover Page and Article 1(D) indicates October 10, 2018 but Article N.II.A, Proposal Submittal (RFP page 10 of 26) indicates October 5<sup>th</sup>.
  - a. *The Proposal due date is Wednesday October 10, 2018 by 3 pm local time.*
5. If the due date is October 5<sup>th</sup>, then Concessionaires' questions need to be answered prior to September 29<sup>th</sup> as indicated to allow for sufficient time to review and printing and shipping of proposal response. Conversely, October 10<sup>th</sup> allows sufficient timing for the aforementioned tasks
  - a. *The proposal due date is October 10, 2018 by 3 pm local time.*
6. RFP Article 1.H.1 – Is the Concessionaire's manager allowed to work certain hours per day as a cashier or must exclusively be assigned to the role as a manager?
  - a. *The airport would expect the manager's primary functions to be managerial, customer service and administrative tasks. It is acceptable for the manager to cover as a cashier for breaks and absentee shifts, as needed, on an occasional basis. The airport would not expect the manager to be regularly- scheduled to work as a cashier.*
7. RFP Article 1.H.6 – Is the Concessionaire permitted to dispose of trash and other collected debris in a Port-provided disposal unit or must the operator assume leasing cost of a dumpster?
  - a. *The Concessionaire is permitted to dispose of trash in a Port provided unit.*

8. RFP Article 1.H.7 – Please confirm Concessionaire is not required to provide security personnel in or around the parking facilities.
- a. The Concessionaire is not required to provide security personnel in or around the parking facilities. The Concessionaire is responsible for having at least one attendant on site at all times.*
9. Is each component of the on-site and current parking access and revenue control equipment PCI compliant?
- a. Yes*
10. RFP Article 1.K, Performance Bond – will the Port accept an *annually renewable* performance bond in the amount equal to three (3) months of the MMG to satisfy this article’s requirement?
- a. Yes*
11. RFP Article II.A and II.B – RFP states that “Receipt of proposals by electronic mail...is preferred.” How can Concessionaire include the \$5,000 proposal surety if the proposal is submitted electronically?
- a. The proposal can be submitted electronically with a copy of the cashier’s check. The actual cashier’s check must be received in the Airport Administration Office before the due date and time (due date: October 10, 3 pm). If the proposer wishes to submit hard copies of the entire proposal, they may do so.*
12. RFP Article III.A, Evaluation Criteria – Will the Port rank this criteria (e.g., through a point system) as guidance for the proposers?
- a. Please see the following point values for each Evaluation Criterion:*

Criteria	Points
The sum total of the MMG and Concession Fee Percentages proposed	30
Previous background/experience with respect to minimum qualifications	20
Quality of proposer’s operating performance and compliance with operating requirements and conduct at other airports	10
Adequacy of the proposers revenue control procedures	10
Previous background/history of default, arrearage, or inadequate performance at the Tri-Cities Airport (PSC) and other airports	10
Previous background/history of employment practices such as wages and benefits for each level of employee	20

13. RFP Article III.B – Will the Port include reasonable language to allow for the renegotiation of the MMG or percentage rent if enplanements or parking revenue declines materially on a year-over-year basis? Given the potential impact of pilot shortages or revenue erosion due to new disruptors the operator is at significant risk for factors out of its control.
- a. The Port would be willing to discuss the possibility of including this type of language with the awarded Concessionaire, during the lease negotiation phase of this process.*
14. Exhibit B, Equipment Inventory – Please provide the month and year of the installation of the existing parking access and revenue control system in the parking facilities.
- a. May 2016*
15. Exhibit B, Please confirm the *PC Parktrack Inventory* is the equipment utilized for License Plate Inventory (LPI).
- a. The PC Parktrack Inventory is the equipment used for nightly inventory functions (LPI).*
16. Exhibit B – Please confirm any equipment indicated “purchased by Republic Parking System” will remain the property of the Port and available for the Concessionaire.
- a. This equipment will not remain the property of the Port.*
17. Exhibit B – The exhibit does not contain any office furniture such as desks, copiers, etc. Is the Port providing any such furniture or must the Concessionaire supply all such equipment
- a. A built in computer desk is available. All other furniture and equipment needed by the Concessionaire must be provided by the Concessionaire. A tour of the office and toll booth was provided during the pre-proposal meeting.*
18. Exhibit C – Please provide the month and year of any rate increases by parking facility since February 2014, along with the amount of the associated hourly or daily rate increase.
- a. In 2005, there was a rate increase of \$2 for each lot.  
In 2012, there was a rate increase of \$2 for each lot.  
In 2017, there was a rate increase of \$1 for each lot.*
19. Exhibit D – Please provide the actual Gross Parking Revenues, Sales Tax and Credit Card Transaction Fees for June, July and August 2018, respectively

Description	June 2018	July 2018	August 2018
Gross Parking Revenue	\$287,620.00	\$278,250.00	\$290,305.00
Sales Tax	\$ 22,776.54	\$ 22,034.53	\$ 22,989.16
Gross Receipts Tax	\$ 1,247.41	\$ 1,206.77	\$ 1,259.06
Credit Card Transaction Fees	\$ 5,963.07	\$ 5,988.28	\$ 5,504.21
Adjusted Gross Parking Revenue	\$257,632.98	\$249,020.42	\$260,552.57

20. Exhibit D – Each month of the current fiscal year provided (February 2018 – June 2018) has shown a decline in Net Gross Receipts, with Fiscal Year-To-Date down 28%. To what does the Port attribute this material decline in fiscal year Net Gross Receipts? Does the Port anticipate a continuation of this trend?
- a. Enplanement growth has been flat in 2018. In addition, UBER came online at PSC and the newness of that service may have had an impact. However, gross receipts appear to be increasing in August and September.*
21. Draft Concession Agreement, Section 4, Contract Rent – Please explain the nearly 49% increase in the amount charged to the Concessionaire for Contract Rent (current \$6,550/month vs. \$9,750/month in new Concession term). Please confirm this amount is in addition to the MMG. On what date is the Contract Rent due?
- a. The \$9,750 per month is based on the current land lease rate. This Contract Rent amount is due in addition to the MMG. The Contract Rent amount is due on the first of the month.*
22. Draft Concession Agreement, Section 5.B. - The definition of Gross Receipts does not address fees that may be charged by online parking apps. In calculating Gross Receipts for purposes of the Concession Fee, would fees charged by online parking apps be deducted from Gross Receipts (in addition to deducting credit card fees and sales tax)?
- a. No other fees will be deducted from Gross Receipts.*
23. Draft Concession Agreement, Section 8. – For the avoidance of doubt, will the parking fees paid by the on-site Hotel guests be considered Gross Receipts payable to the Concessionaire and used in calculation of any percentage fee that may be due the Port?
- a. The on-site hotel parkers may be parking at the hotel using a “fly and stay” type of program. The hotel is located on airport property, but not on the Concessionaire’s premises. The mention of the hotel in the RFP was to notify Proposers a hotel is being built on airport property. The Concessionaire will not be managing the hotel parking lot.*
24. If a cell phone lot is constructed during the term, then will the MMG be equitably reduced if the cell phone lot is built (users of this cell phone lot presumably would be paying for parking on-site if a cell phone lot were not available)?
- a. No, the MMG will not be reduced if a cell phone lot is built.*
25. Draft Concession Agreement, Section 14.C – is the Port providing any service vehicles for the Concessionaire’s use? If yes, please provide the year, make and model of the Port-provided vehicle. If no, please provide the year, make and model for each service vehicle used by the current parking operator.
- a. No, the Port does not provide any service vehicles for the Concessionaire’s use. The only service vehicle known is an operator- owned golf cart.*

26. Draft Concession Agreement, Section 14.A. - Would the Port confirm that Concessionaire's indemnification of the Port applies to injuries, deaths or damages to the extent caused by Concessionaire, its employees or subcontractors, but not otherwise? In other words, please confirm that the Port has no expectation that Concessionaire shall indemnify the Port against injury, death or damage caused by the Port.
- a. This provision, as written, does not limit the indemnification to the Concessionaire, its employees or subcontractors. The Port may consider modifying this provision during the lease negotiation process.*
27. Regarding insurance, Section 14.A states that the Port and Concessionaire shall be named as "insured parties"; as clarification, will the Port confirm that the Port intends to be an "additional insured" while Concessionaire is the "named insured"?
- a. Yes, the Port is named as additional insured.*
28. Draft Concession Agreement, Section 18 - Fees charged by government for inspection of the premises or "Certificate of Occupancy" shall be paid by Concessionaire. Does the Port have any information as to the amount of these fees?
- a. No, the Port does not know the amount of these fees, but no new construction is planned.*
29. Draft Concession Agreement, Section 18 - If government regulations should require improvements to the lot (e.g., zoning regulations requiring fencing or landscaping, or ADA regulations requiring some sort of modification), then will the Port be responsible for such compliance (and costs), given that Concessionaire was not involved in the design or construction of the lots?
- a. Yes, the Port is responsible for compliance with the regulations listed in this question.*
30. Draft Concession Agreement, Section 22. The default terms in this Section 22 differ a bit from Section 1 because Section 1 allows Concessionaire 4 default notices before termination may be exercised by the Port. Does the Port intend that Section 22 shall govern over Section 1?
- a. Section 1 of the draft concession agreement does not address default terms. However, to clarify, Section 22 governs the terms of default.*
31. Draft Concession Agreement, Section 40. Prior to the proposal due date, will the Port provide proposers with a copy of the referenced deed covenants?
- a. A copy of the deed will be included with this addendum.*
32. The Proposal due date in section IIA on page 10 conflicts with calendar on page 3 and cover page of RFP. Please clarify.
- a. The Proposal due date is Wednesday October 10, 2018 by 3 pm local time.*

33. Are the Port's minimum MAG and percentages fixed per page 16 or can they be adjusted? The detail on page 16 seems to conflict Attachment A on page 19 and page 4 of the draft agreement.
- a. The minimum MMG and percentages on page 16 can be adjusted, but only increased above the minimums listed. The minimums are listed on page 16. Attachment A to the proposal letter on page 19 should be used to list the Proposer's bid amounts for the percentages and MMG, taking into account that the minimum percentages and MMG must be at least those on page 16. Page 4 of the sample agreement will be edited to reflect what the awarded concessionaire actually bid during the RFP process when the final agreement is produced, thus, why those numbers are left blank in the draft agreement.*
34. Per Clause 14A of the Sample Concession Agreement, it is required that the Concessionaire must purchase insurance policies, "...naming Port and Concessionaire as insured parties.". Is it acceptable to name the Port as an "additional insured" rather than an "insured party?"
- a. Yes, it is acceptable to name the Port as "additional insured."*
35. Per Clause 14A of the Sample Concession Agreement, it is required that the Concessionaire is to provide a comprehensive general liability policy of not less than \$2,000,000 combined single limit per occurrence. Is it acceptable to satisfy this requirement by combining a \$1M CGL policy with a \$1M Umbrella policy for a total of \$2M coverage?
- a. Yes, it is acceptable to satisfy this requirement by combining a \$1M CGL policy with a \$1M Umbrella policy for a total of \$2M coverage.*
36. Per Clause 14A of the Sample Concession Agreement, the Port requires our insurer to provide 30 Days written notice for any change in policy coverage. Will you accept the written notice from the Concessionaire in the event our insurer won't provide the written notice?
- a. Yes, the Port will accept written notice from the Concessionaire regarding a change in insurance policy if the insurer won't provide written notice.*