

Date: July 22, 2022
To: Prospective Proposers
From: City of Cleveland, Department of Port Control
Subject: Addendum No. 3 to Request for Proposal – Rental Car Concession

Please be advised that the City of Cleveland, through its Director of the Department of Port Control (“Department”), hereby publishes Addendum No. 3 to the Request for Proposal – Rental Car Concession, dated June 22, 2022.

This addendum serves to advise Prospective Proposers of the following:
 Section 2.1 F, of the RFP, incorrectly states that the initial rental rate, for counter and back room space is \$103.36 **per linear foot**, per year. The correct rate is \$103.36 **per square foot**, per year.

This addendum also serves, as the response, to all inquiries received, prior to the question deadline date of July 11, 2022.

PROPOSAL SUBMITTAL DEADLINE: Friday, August 5, 2022 4 p.m. local time

INQUIRIES

1.	Question	Please confirm that the option to submit electronically is in lieu of the original, 5 copies and pdf. This would be consistent with sustainability goals.
	Answer	Yes, the electronic submission is in lieu of the hard copy originals. Firms may either submit electronically or submit hard copies.
2.	Question	Can Proposer operate their family of brands (e.g. up to 3 brands), which has been the trend in recent years.
	Answer	The Proposer has the option of bidding more than one brand, either individually, or they can multi-brand, within the same bid.
3.	Question	Section 2.1 (C): Please clarify if there shall be a leader of the Consortium and how that individual will be selected or appointed.
	Answer	The leader, of the consortium, shall be chosen by the group, of rental car companies operating at the CLE RAC.
4.	Question	Section 2.1 (G): Please clarify if the reallocation of counter and back office space is during the second lease year or fifth lease year.
	Answer	The calculation for counter and back office space will be done at the end of the bidding process. Reallocation, of counter/back office space, will be determined by market share. If one entity is positioned to take over a larger share and calls for that option, all cost regarding any moves, either in the ready return area or at the counter and back office spaces, will be charged to the entity forcing the change.
5.	Question	Section 2.2 (L): Please allow vehicle models up to three (3) years old with no more than 75,000 miles.

	Answer	Section 2.2 (L) will stand.
6.	Question	Section 4.1 (B): Please cap any adjustment of rental rates for counter/back office up to a certain percentage.
	Answer	Increases in these areas will be determined by the Consumer Price Index. Any adjustments will be made annually.
7.	Question	Section 4.7: Please confirm Proposer may self-insure.
	Answer	Proposer cannot self-insure.
8.	Question	Section 5.4: ACDBE: Please eliminate the requirement to report non-certified vendor information, in your contract management system; we consider this proprietary.
	Answer	To be compliant with 49 CFR § 23.29 and 49 CFR § 23.55 this information is required for our FAA reports.
9.	Question	MAG should be determined prior to the submission date, rather than determined, by the City, at the time the Lease is entered into.
	Answer	Section 7, Item J will be the overriding factor regarding the application of the MAG. Please disregard Section 4.4.
10.	Question	With regard to Qualifications/Experience, subsection (ii) does not seem applicable (e.g. “describe the nature of your business experience in providing <i>commercial parking operations and management services</i> for large urban infrastructure projects.....”)
	Answer	Please disregard this statement.
11.	Question	Please waive various items for incumbents, as these are much more involved than typical RFPs, and CLE is familiar with incumbent, in these matters; such as: Management Approach – items 2 and 3 re: monitoring and communicating with staff; Proposed Operational Plan – staff schedules, quality control program, frequency of data collection.
	Answer	The items in question are part of the evaluation process and therefore cannot be removed.
12.	Question	Affidavit – please confirm the form provided in “Attachments” is sufficient, and no other statement is needed.
	Answer	The form provided in “Attachments” is sufficient.
13.	Question	Financial Background – As a public company, our financial reports to the SEC are posted online. These reports may be hundreds of pages. Please allow Proposers to provide the URL link to their online financials in lieu of hard copies.
	Answer	A URL link is permitted.
14.	Question	MAG: This appears to be set for year 1; therefore, Proposer would not need to submit proposed MAG in its response. Kindly confirm we don’t need to provide any information in this section.
	Answer	Firm needs to submit information verifying compliance with the MAG requirement.
15.	Question	There is repetition of some items – e.g. resume of key staff, org chart. Please confirm we may include this in one section only.
	Answer	Please follow guidelines, in Section 7 Proposal Content, in the RFP.
16.	Question	Kindly e-mail registered Proposers when new addenda are issued.
	Answer	Addenda will be posted on the City of Cleveland website and the Cleveland Hopkins International Airport website. It is the responsibility of Proposers to check the websites.

17.	Question	Could the “Deadline for Inquiries” be extended until July 29, 2022?
	Answer	No extension will be granted.
18.	Question	Could the “deadline for Proposal” be extended until September 9, 2022?
	Answer	No extension will be granted.
19.	Question	Firm respectfully requests that the RFP process be suspended and firms be allowed to negotiate a renewal in lieu thereof, particularly in light of the recent Addendum, to the RFP, that modified the “mandatory” requirement, in the RFP, allowing those who failed to comply, now participate. As a result, all space currently occupiable will be occupied.
	Answer	The RFP process will not be suspended
20.	Question	If negotiation is not allowed, could the due date for comments and submission, of our response, be both extended to a mutual agreeable date, in the future, such as mid-August for comments, and mid to late September for due date of response?
	Answer	See questions 17 and 18.
21.	Question	Firm submits that all currently occupied space, including the service facilities, remain the same due to the economic conditions facing us that make moving unreasonably prohibitively costly.
	Answer	Market share will determine the location of space occupied.
22.	Question	Please clarify that any reference to “dual” branding in fact refers to the “multi” branding existing today, since dual implied “2” and Firm currently has 3 brands operating today.
23.	Answer	Multi branding will be permitted.
	Question	Given the many submission requirements and time to obtain senior management approvals, could an extension, of the due date, for the submission, be extended until late September?
	Answer	See questions 17 and 18.
24.	Question	Please confirm the date that this new concession term is expected to begin (e.g. February 1, 2023)?
	Answer	Upon the expiration of the current agreements.
25.	Question	Please confirm proposers are allowed to submit an online, electronic proposal only, with a courtesy copy sent via e-mail to smuia@clevelandairport.com.
	Answer	Proposers are permitted to submit, their Proposal, online to airportprocurement@clevelandairport.com. Please send an e-mail to smuia@clevelandairport stating Firm submitted electronically. You will then receive a confirmation e-mail acknowledging receipt of the submittal.
26.	Question	Please provide copies of the new term’s proposed concession agreement and lease documents.
	Answer	Documents will be provided after successful Proposers have been selected.
27.	Question	Please confirm how many concessions (up to what number?) are being offered with this RFP.
	Answer	The City retains the right to determine the number of concessions granted which will be up to the Director of Port Control
28.	Question	Will the City please confirm that there will be a public opening (e.g. Zoom or WebEx meeting) with a public reading of the proposer names/brands and MAG amounts on the due date?
	Answer	Submittals, to a Request for Proposal, do not have a public opening.

29.	Question	Please confirm that all the terms and conditions specified in the RFP and any/all issued addenda will be incorporated herein and made a part of the Concession Agreement.
	Answer	The RFP will be an exhibit, to the lease by way of concession, which each successful proposer will be required to execute.
30.	Question	Please add language to the RFP and to the Concession Agreement which states: "The Request for Proposals, including all issued addenda and questions and answers are hereby incorporated into and made a part of the Concession Agreement."
	Answer	The RFP will be an exhibit, to the lease by way of concession, which each successful proposer will be required to execute.
31.	Question	Please provide annual car rental revenues at CLE dating back to 2017.
	Answer	Airport has data dating back to 2019. See file titled 2019-2022 CLE Rental Car Gross Revenues Reported.
32.	Question	Please provide annual car rental revenues dating back to 2017 per each car rental concessionaire and/or brand.
	Answer	Airport has data dating back to 2019. See file titled 2019-2022 CLE Rental Car Gross Revenues Reported.
33.	Question	To eliminate unnecessary disruption, cost and waste, please "grandfather" counter/office space to successful incumbents.
	Answer	See question 21.
34.	Question	If no "grandfathering" please confirm the detailed process the City intends to use for determining how counter/office spaces will be allocated – in both order of selection and in the amount of space.
	Answer	Market share will determine location at the counter. Amount of space will be determined by % of market share divided by the square footage. EXAMPLE: If a company controls 20% of the market share, they will be given 20% of the lineal footage at the counter. If the next largest company controls 15% of the market share they will be given the next choice of counter space location along with 15% of the lineal footage of counter space.
35.	Question	If no "grandfathering", please confirm whether current counter/office spaces will remain in the same configuration as they are today and selected in "as is" condition (or will counter/office spaces be subject to re-configuration based on bid ranking or market-share percentages)?
	Answer	See question 21.
36.	Question	If no "grandfathering", please confirm whether counter/office spaces will be allocated in proposal ranking order or in order of market-share percentages?
	Answer	Market share percentages.
37.	Question	If market-share percentages will be used for the order of selection and/or amount of counter/office spaces, please use the following market-share period: May 2019 to April 2022. This larger timeframe smooths out the volatility in the travel industry due to the pandemic and the manufacturer chip shortage.
	Answer	The City will use the most current market share report.
38.	Question	If no "grandfathering", please confirm a single (multi-branded) concessionaire will be able to retain multiple counters.
	Answer	Each brand will be able to retain its individual counter space even if multi-branding is used.
39.	Question	If any RAC operator will be required to relocate in the counter/office area as

		part of this RFP process, please confirm who is responsible to pay for the costs associated with any such relocation.
	Answer	The RAC forcing the change will be responsible for the cost of any relocation or reallocation of space including ready/return, back office and counter space.
40.	Question	Reallocation of counters is only available at the end of the initial five-year term, correct?
	Answer	Reallocation of counters, back office space and ready/return spaces will be available whenever market share dictates a change. Also see question 39.
41.	Question	To eliminate unnecessary disruption, cost and waste, please “grandfather” Ready/Return footprints to successful incumbents.
	Answer	See question 21.
42.	Question	If no “grandfathering”, please confirm the detailed process the City intends to use for determining how Ready/Return space will be allocated – in both order of selection and in the amount of space.
	Answer	The City will oversee, and act as a mediator, to the negotiations, between the RACs, regarding the location of ready/return spaces, counter and back office space.
43.	Question	Will the City at least “grandfather” the current Ready/Return space infrastructure (e.g. general Ready/Return footprints) to current incumbents with only lease lines subject to change based on proposal ranking or market-share percentages?
	Answer	The City realizes the investment made, by each RAC, regarding the ready/return area, and will work, with the RACs, in order to attempt to maintain each company in an area relative to its investment.
44.	Question	If no “grandfathering”, please confirm whether Ready/Return space will be allocated in proposal ranking order or in order of market-share percentages.
	Answer	Market share percentages.
45.	Question	If Ready/Return space will be allocated in market-share order, please confirm the time period the City will use for this market-share determination.
	Answer	The most current market share report will be used.
46.	Question	If market-share percentages will be used for the order of selection and/or amount of Ready/Return space, please use the following market-share period: May 2019 to April 2022. This larger timeframe smooths out the volatility in the travel industry due to the pandemic and the manufacturer chip shortage.
	Answer	See question 37.
47.	Question	If any RAC operator will be required to relocate in the Ready/Return area as part of this RFP process, please confirm who is responsible to pay for the significant costs associated with any such relocation.
	Answer	See question 39.
48.	Question	Please confirm how Ready/Return space will be reallocated during both the Initial Term and the Option Term (if exercised).
	Answer	See question 34.
49.	Question	Please confirm Service Facility space will be “grandfathered” to incumbents.
	Answer	“Grandfathering” will be one option to be considered when allocating Service Facility leasehold space to incumbents. The City will, to the best of its ability, reduce the chance of relocation of incumbents.
50.	Question	With “grandfathering” of Service Facility space, will the city please make minor market-share adjustments to non-essential service facility leasehold space to

		accommodate current market share percentages?
	Answer	Market share percentage will not be used to calculate Service Facility space.
51.	Question	If no “grandfathering”, please confirm the detailed process the City intends to use for determining how Service Facility space will be allocated.
	Answer	See question 49.
52.	Question	If no “grandfathering”, please confirm whether current Service Facility leaseholds will remain in the same configuration as they are today and selected in “as is” condition (or will Service Facility space be subject to re-configuration based on bid ranking or market-share percentages?)
	Answer	See question 49. The City is currently conducting an analysis to determine the condition of each service facility. Once completed, each RAC will be given a list of repair items. Once repairs are completed, the City will determine a fair market value, and enter into an agreement, with each company, based on how each company is branded.
53.	Question	If no “grandfathering”, please confirm whether Service Facility space will be allocated in proposal ranking order or in order of market-share percentages?
	Answer	See question 49.
54.	Question	If Service Facility space will be allocated in market-share order, please confirm the time period the City will use for this market-share determination.
	Answer	See question 49.
55.	Question	If market-share percentages will be used for the order of selection and/or amount of counter/office spaces, please use the following market-share period: May 2019 to April 2022. This larger timeframe smooths out the volatility in the travel industry due to the pandemic and the manufacturer chip shortage.
	Answer	See question 45.
56.	Question	If no “grandfathering”, please confirm a single (multi-branded) concessionaire will be able to retain multiple Service Facility leaseholds.
	Answer	See question 49.
57.	Question	Please confirm that if Enterprise/Alamo/National is a successful multi-branded proposer, Enterprise/Alamo/National will be able to retain its three current Service Facility leaseholds (Enterprise Parcel 8A, National Parcel 3A and Alamo Parcel 5A).
	Answer	See question 49.
58.	Question	Please confirm that if Enterprise/Alamo/National is a successful multi-branded proposer but for whatever reason is unable to retain its three current Service Facility leaseholds – that Enterprise/Alamo/National will be allowed to select up to three other Service Facility leaseholds (that collectively total a square footage amount and have working QTA and service-facility infrastructure proportionately equal to Enterprise/Alamo/National’s proposal-share or current market-share percentage of space).
	Answer	See question 49.
59.	Question	If any RAC operator will be required to relocate in the Service Facility area as part of this RFP process, please confirm who is responsible to pay for the costs associated with any such relocation.
	Answer	Each company will be responsible for its own costs.
60.	Question	Reallocation of counters is only available at the end of the initial five-year term, correct?
	Answer	Reallocation can occur based on changes in market share and the agreement of the initiating company’s agreement to paying costs.

61.	Question	Please confirm that “multiple-branding” (operating more than two brands under one agreement) is allowed.
	Answer	Multi-branding is permitted.
62.	Question	Please confirm that an operator may only operate the brand or brands that it specified in its proposal.
	Answer	The Director reserves the right to allow any changes with the current operators and brands.
63.	Question	Please confirm that no additional brand(s) can be added to any proposer’s concession agreement during the term of the agreement.
	Answer	See question 62.
64.	Question	Please confirm that all available rental car concession space will be allocated in this RFP process such that there will be no available rental car concession space remaining after this RFP process is completed.
	Answer	The intent will be to allocate all space (ready/return, back office and counter). However, the Director reserves the right to make changes to any space owned by the City.
65.	Question	Please confirm the City will not add any on-airport RACS after the RFP process ends – unless it is only to address “replacement” rental car services (in the event a successful proposer subsequently departs the market).
	Answer	The Director reserves the right to make changes based on the best interest of the Airport.
66.	Question	What off-airport car rental providers currently operate in this market?
	Answer	The Airport is not aware, of any operators, within a 1 mile radius.
67.	Question	What are the City’s current access and fee terms and conditions for off-airport providers at CLE?
	Answer	See question 66.
68.	Question	Please confirm P2P car rental operators are eligible for (and are expected to be included in) this Rental Car RFP.
	Answer	The Airport has not determined how to classify P2P operators.
69.	Question	If P2P car rental operators are not included in this RFP, please confirm the City’s access and fee terms and conditions for P2P car rental operators.
	Answer	Currently, there are no terms or fees for P2P operators.
70.	Question	Please confirm the RACS’ intended role in the decision-making process for calculating the Transportation Fee each year.
	Answer	The Airport will determine the TFC using information supplied by the RACs.
71.	Question	Please confirm the Transportation Fee will be jointly calculated each year by both the City and the RACS.
	Answer	The City will be in control of the TFC.
72.	Question	Please keep the rental rates for Ready/Return and counter/office space the same as current.
	Answer	The Airport will use the Consumer Price Index to determine increases in rental rates for Ready/Return, counter / office space.
73.	Question	If any increases will be applied to the Ready/Return and counter/office space rent, please apply a reasonable increase (e.g. 2% increase from the current rate).
	Answer	See question 72.
74.	Question	Please provide the supporting data used by the City in calculating the proposed CPI increase to Ready/Return space rent to \$1,200.77/stall.

	Answer	Calculation was made using a CPI calculator beginning in 2010 extending to the present. The site used for calculation is HTTP://data.bls.gov.
75.	Question	Please provide the supporting data used by the City in calculating the proposed CPI increase to counter/office space rent to \$103.36 per lineal foot per year.
	Answer	See question 74. The site used for calculation is HTTP://data.bls.gov.
76.	Question	Please keep the rental rate (and total rent payment obligation) at the service facility sites the same are current.
	Answer	See question 52.
77.	Question	If any rent increases are applied to the service facility leaseholds, please provide all supporting data used by the City in calculating these increases.
	Answer	See question 52.
78.	Question	If any rent increases are applied to the service facility leaseholds, please provide (dollar-for-dollar) rent credits for all necessary facility-upgrade expenditures by the RACS.
	Answer	No rent credit will be applied for any facility upgrades.
79.	Question	On page 6, of the RFP, it says the City is reserving the right to require the RACS to provide more rental cars. Please remove the City’s ability to require the RACS to provide more rental cars.
	Answer	This section will not be removed.
80.	Question	The Option Term should be mutual – not at “sole discretion” of the City. Please add language that provides for the Option Term to be exercised “mutually”.
	Answer	The current language will remain the same.
81.	Question	On page 8, subsection B, of the RFP, it says the City reserves the right to “adjust” space rents annually, but there are no parameters provided for these “adjustments”. Please provide the specific methodology for any intended annual rent/fee adjustments.
	Answer	The City will reserve the right to make rent/fee adjustments, based on a number of factors, including CPI.
82.	Question	Please provide a fixed cap of 2% to any intended annual rent/fee adjustments.
	Answer	See question 81.
83.	Question	On page 8, of the RFP, it says the City establishes termination rights for any “unsatisfactory” performance with no specified cure period. Please provide reasonable advance notice and cure periods (e.g. 60 days) for any and all acts subject to termination.
	Answer	The current language will remain the same.
84.	Question	If a new ConRac is built, the City is requiring the RACS to agree to move into the new ConRac at the RACS’ “expense”. Please provide details on the anticipated “expense” the City is expecting the RACS to incur with any required move during the contract term into a new rental car facility.
	Answer	The City has not made, nor will it make, any anticipated expense projections for moving to a new facility.
85.	Question	Please provide details for how space would be allocated in a new rental car facility with any required move during the contract term.
	Answer	An attempt will be made to use the same market share calculation currently being used.
86.	Question	Will the City please agree to use CFC funds for any/all anticipated RAC “expense” incurred with a required move into a new rental car facility during the contract term?
	Answer	CFC funds will not be used for a move from the current to any new

		facility.
87.	Question	For the Privilege Fee, Firm does not expect to have the first –year MAG from the Initial Term used in the Option Term as well. Firms are committing to a MAG “floor” for five years and it is unfair and unreasonable to expect this 2022 MAG to be in place for a full ten-year period. Please re-set the MAGs at the end of the Initial Term to 80% of the prior year’s MAG.
	Answer	Please see Section 7, Item J, in the RFP.
88.	Question	The City has created a 180-day termination clause that can be exercised “without cause”. It is unfair for the City to create the unilateral right to terminate the RACS agreements without cause on 6-months’ notice. There is no other available RAC operating space before the ConRac is operational. Please eliminate the City’s 180 day termination clause.
	Answer	The current language will remain the same.
89.	Question	If the City keeps this 180-day termination clause, please add the condition that it can only be exercised “for cause”.
	Answer	The current language will remain the same.
90.	Question	On page 10, Insurance, subsection A – please delete both instances of the word “comprehensive” and replace with “commercial” (the word comprehensive is an outdated industry term.
	Answer	Replacement of “comprehensive” with “commercial” is permitted.
91.	Question	On page 10, Insurance – please delete the word “designer” from the “additional insured” requirement.
	Answer	The word “designer” has been deleted.
92.	Question	Insurance, subsection D – Please delete the phrase “...increase the limit of employer’s liability insurance to a limit for each occurrence or any other increased amount as the City may reasonably require” and replace it with “shall maintain \$1,000,000 in employer’s liability coverage”.
	Answer	The current language will remain the same.
93.	Question	Insurance, subsection H – Please delete the following language “... the following special provision: “The Company agrees that thirty calendar days...written notice will be sent...City of Cleveland” and replace it with “...30 days’ notice of cancellation to be sent to the City”.
	Answer	The current language will remain the same.
94.	Question	On page 12, of the RFP, it indicates that each successful proposer must enter into a “property lease”. As part of this RFP process, please immediately provide a draft copy of the “property lease” each successful proposer must enter into.
	Answer	Documents will be provided after successful Proposers have been selected.
95.	Question	On page 15, of the RFP, it says the City requires the RACS to execute and return “contract” within 10 days. This is unreasonable. As part of this RFP process, please immediately provide a draft copy of any and all “contract” documents each successful proposer will be required to enter into.
	Answer	The current language will remain the same. Documents will be provided after successful Proposers have been selected.
96.	Question	On page 13, ACDBE section, the RACS will have 5 days post-audit comments to correct ACDBE plan shortfalls. Will the City please reinstate the 60 day time period allowed for any ACDBE corrective action?
	Answer	The current language will remain the same.
97.	Question	Please confirm incumbent concessionaires are excluded/waived from the need to demonstrate minimum qualifications, as described on page 16, of the RFP, under Minimum Qualifications & Requirements.

	Answer	Minimum qualifications will be part of the scoring process and will not be removed.
98.	Question	Per the RFP, the RACS are responsible for all operating, maintenance and repair costs – unless repairs are “structural”. Please allow the use of CFC funds to pay for all necessary operating, maintenance and repair costs at the current ConRac.
	Answer	CFC funds will be used for capital, and financing, of rental car related projects.
99.	Question	Please provide examples of which repair items are considered “structural” for which the City would be responsible.
	Answer	Items, of a structural nature, include HVAC units, roofing, foundations.
100.	Question	As existing operations, the Airport is aware of incumbents’ qualifications and experience. Please confirm incumbent concessionaires are excluded/waived from the need to demonstrate qualifications and experience.
	Answer	See question 97.
101.	Question	Please eliminate the following language, from Qualifications/Experience, as it does not apply to car rental: “(ii) describe the nature of your business experience in providing commercial/public parking operations and management services for large urban infrastructure projects and state the number of persons you currently employ in providing such services”.
	Answer	See question 10.
102.	Question	For “Key Staff”, please eliminate the requirement to submit a 1 page resume and instead please allow the submittal of short career biography.
	Answer	See question 97.
103.	Question	For “Key Staff”, please strike subsections 3 and 4 and eliminate the Department’s approval requirement for changing staff or replacing staff.
	Answer	The Director reserves the right to retain subsections 3 and 4 requirements.
104.	Question	Where is the bid form to which Brand Name (s) should be indicated? Will the City please provide?
	Answer	No bid form is required. Please submit brand names in your Proposal.
105.	Question	Under Management Approach, subsection F, in the RFP, please confirm “materials, parts and supplies, means “rental vehicles”.
	Answer	The quoted words mean rental vehicles and any materials, parts and supplies used to maintain rental vehicles.
106.	Question	Under Financial Background, will the City please eliminate (or waive for incumbents) this submittal requirement: “Three (3) bank and trade references”? If not, what does the City means by “trade references”?
	Answer	This requirement will not be eliminated. Trade references are companies/vendors with whom you have done, or are doing, business with.
107.	Question	Under Financial Background, with regard to the submittal requirement “Proof of a surety bond or an irrevocable letter of credit equal to one (1) year’s management fee”, should “management fee” be replaced with MAG?
	Answer	Please replace “management fee” with MAG.
108.	Question	Under MAG section, please re-set the MAGs at the end of the Initial Term (to 80% of the prior year’s MAG).
	Answer	See Section 7, Item J, in RFP.
109.	Question	Where is the bid form for which MAG amounts should be indicated? Will the city please provide?

	Answer	No bid form is required. See Section 7, Item J, for required MAG amount.
110.	Question	Please provide the RACS with the opportunity to submit a second round of clarification questions after the City has formally responded to the first round of questions.
	Answer	No second round of questions will be considered.
111.	Question	Under Disqualification of Proposer/Proposal”, page 21 of RFP, Can the City please clarify what this language means: “... will accept Proposals from different business entities or combinations having one or more members in interest in common with another Proposer”?
	Answer	This paragraph means that separate Proposers are permitted to have the same sub-contractor as another Proposer.
112.	Question	In the event the City does NOT allow multiple branding, then please insert language which specifically states “that an entity can submit more than one proposal, so long as no brand name is duplicated.”
	Answer	Multi branding will be permitted.
113.	Question	Please confirm the concession entity operating the Enterprise/National/Alamo brands is not in default with the City.
	Answer	CLERAC is currently in good standing with the City.
114.	Question	Under Evaluation of Proposal, page 21, please remove subjective criteria from the points system used in the award/allocation process.
	Answer	All criteria, on pages 21 – 22, will remain.
115.	Question	Under Evaluation of Proposal, page 21, please use the qualification criteria for a pass/fail determination only (not as part of the actual award/allocation process).
	Answer	See question 114.
116.	Question	Under Evaluation of Proposal, page 21, please use the Minimum Annual Guarantee (proposal) amount as the sole determining factor in determining bid order and for allocating space among qualified proposers.
	Answer	Space allocation will be determined by market share.
117.	Question	Please eliminate any subjective “formal” presentations and/or follow “best and final offer” stages in this RFP process.
	Answer	Airport reserves the right to require presentations.
118.	Question	Please eliminate any special “evaluation credits”.
	Answer	Evaluation Credits will continue to be used.
119.	Question	Under Scoring Procedure, page 22, please use the Minimum Annual Guarantee (proposal) amount as the 100% determining factor in establishing bid order and allocating space among qualified proposers.
	Answer	Bid order is not related to allocation of space. See question 116.
120.	Question	Please confirm the bid order ranking will be based on “highest scores” not “lowest scores”.
	Answer	The ranking, of the submittals, will be based on highest score. Please disregard Section 11.
121.	Question	On the Affidavit Form – If Proposer is an LLC, should Proposer complete the Corporation section of the Affidavit?
	Answer	Please see file titled RAC RFP Bid Affidavit 07182022.
122.	Question	On the Affidavit Form – Please explain what information the City is intending a Proposer to list for “Cleveland Manager or Agent”.
	Answer	The onsite manager.
123.	Question	On the Affidavit Form – Is the Proposer to put our own entity name in the blank that has been provided?

	Answer	Yes
124.	Question	As it relates to the ACDBE 33 page attachment, what documentation is the City requiring Proposers to submit with their Proposal?
	Answer	<p>Forms that need to be submitted, with the Proposal:</p> <p>A Forms – Enclosures A-1 to 5</p> <p>B Forms –</p> <p>Certified ACDBEs:</p> <p>B-3 (DBE/ACDBE Participation Plan)</p> <p>B-2 (DBE/ACDBE Affidavit)</p> <p>B-4A (Letter of Intent to Perform as Subcontractor/Sub-consultant)</p> <p>Good Faith Effort is used if the project specific goal of 1% cannot be attained</p> <p>Non-Certified ACDBEs/SBEs:</p> <p>B-6 (Non DBE/SBE/ACDBE Participation Plan)</p> <p>B-4B (Letter of Intent to Perform as Subcontractor/Sub-consultant)</p> <p>No SBE in this project. SBE (Small Business Enterprise) is an element of the DBE Program and a goal is usually assigned.</p>
125.	Question	If documentation, from this 33 page attachment, is a requirement, then will the City please make such documentation a requirement of “Successful Proposers” only?
	Answer	All Proposers must submit the completed Schedules with their Proposal.
126.	Question	Please take the necessary steps to properly categorize for tax purposes any and all adjacent space to the ConRac and/or service facility sites so that the RACS are no longer required to pay real estate taxes on space 1) that is not part of the RACS’ leaseholds and 2) the RACS have no right to use or occupy.
	Answer	This statement has no relationship to the RFP.