



Manchester-Boston Regional Airport
One Airport Road, Suite-300
Manchester, New Hampshire 03103

Addendum No. Seven

Date: February 8, 2022

RFP No: FY22-805-25 Parking and Ground Transportation Management Services

This Addendum # 7 to the Request for Proposals for Parking and Ground Transportation Management Services contains the following clarifications and changes to the RFP Document:

- Changes to the RFP Document
- Responses to questions submitted in writing
- Attachment 1 – Lot A & Lot C Assessment

CHANGES TO RFP DOCUMENT

Section 1.9 – Parking Management Fee.

Upon review of the questions regarding the Minimum Annual Guarantee and after some internal discussions, **the AIRPORT will no longer require a Minimum Annual Guarantee.** All references to the Minimum Annual Guarantee (“MAG”) are hereby removed from the RFP.

QUESTIONS SUBMITTED IN WRITING

Question 1:

We respectfully request the submittal date be extended to two weeks after responses to all inquiries are provided by the Airport to allow appropriate preparation time.

Response:

Please see the revised Selection Schedule in Addendum #4.

Question 2:

Were all the repairs recommended in the 2019 engineer study provided in addendum #3 completed?

Response:

Please see the response to Question 6 in Addendum # 6.

Question 3:

Is the ground transportation revenue collected and remitted by the operator? Is that revenue considered part of the overall revenue for calculation of the management fee? Please provide annual revenue collected for ground transportation operations over the last three years.

Response:

Please see the responses to Questions 29, 30, and 52 in Addendum #5. The annual ground transportation revenue is unrelated to this RFP and the Proposal.

Question 4:

The sample agreement provided is a Management agreement style contract. Typically, in these style contracts a Minimum Annual Guarantees are not required. When a Minimum annual guarantee is required, the Operator typically retains all revenue. Please clarify the Airport's preferred contract format.

Response:

Upon review of the questions regarding the Minimum Annual Guarantee and internal discussions, the AIRPORT will no longer require a Minimum Annual Guarantee.

Question 5:

Since the Airport is requiring that all revenue is deposited daily the \$6,000,000 performance bond seems extreme. Would airport consider reducing the Performance Bond to the amount of the annual management fee? This would better reflect the Airports costs if for some reason the operator does not perform or needs to be replaced?

Response:

Yes. Pursuant to the response to Question 4 above, a Minimum Annual Guarantee is no longer required. The Performance Bond shall be equal to the anticipated Management Fee for the applicable year.

Question 6:

Addendum # 4 states that the sample agreement is "AS IS". There will obviously need to be changes to the document based on what the Airport opts as far as service and capital "menu" options provided within the proposals. Please clarify if appropriate and agreed upon negotiated changes will be made to the document prior to execution.

Response:

The CITY is open to changes to the Professional Services Agreement, provided that such changes do not substantially alter the terms of the sample provided in Addendum #4.

Question 7:

If we have exceptions to the Agreement should those be listed in an Exhibit (outside the 50-page limitation) and is the preference that the proposer add proposed resolution to any exceptions?

Response:

Exceptions may be drafted as the respondent sees fit and may be provided in an Exhibit outside of the page limit.

Question 8:

Please clarify that the 8 daily inspection in this section does not mean the operator is required to pay for and enact repairs to the elevators and or escalators. If the operator is required to, is there currently an elevator and escalator maintenance contract in place? What is the cost of the annual maintenance agreement? And should this cost be included in our management fee?

Response:

Please see the responses to Questions 37 and 58 in Addendum #5.

Question 9:

Does the Airport have a current inventory of bulbs, ballasts and fixtures for the garage, Lot A and Lot C that they will be providing the operator? If so, please provide that inventory.

Response:

No.

Question 10:

Does the Airport have a bucket truck for use by the operator to repair and replace lights on light poles?

Response:

No.

Question 11:

Does the airport provide dumpster access or a dumpster for use by operator for discarding all trash from the facility or should the operator include dumpster rental in our management fee?

Response:

The AIRPORT will provide access to a dumpster.

Question 12:

Can the airport please provide some historical annual expense cost for snow and ice removal from the required facilities including Lot A, Garage and Lot C.

Response:

The scope of the AIRPORT'S previous contract for snow removal was outside the bounds of the RFP, for a flat fee of \$300,000 for the season. Given the reduced scope, the CITY expects that the CONTRACTOR'S snow removal expenses will be less.

Question 13:

Pursuant to Section D1.(6) in Appendix E of the RFP, the operator is responsible for the cost of the annual inspection, will the operator also be responsible for the cost of all recommended repairs that are a result of the inspection? If yes, are these repairs to be included in the management fee or reimbursed outside of management fee?

Response:

CITY and CONTRACTOR shall negotiate the extend of CONTRACTOR'S responsibilities for costs of repairs, dependent upon the scope and severity of the issues found.

Question 14:

Are the expenses including sealcoating blacktop surfaces and striping all lots every other year as well as crack seal, pot hole repair, etc. to be included in the management fee or reimbursed outside the management fee?

Response:

Yes, such expenses shall be included in the Management Fee for all lots open during the applicable time period.

Question 15:

Please clarify if effective date and operational start date will occur on the same date. Will the Agreement be executed in advance (two to four months) to provide the Operator sufficient time for procurement of all necessary capital expenditures?

Response:

The Effective Date of the Agreement will occur prior to the commencement of the Initial Term of the Agreement on July 1, 2022. The Professional Services Agreement sample will be modified to reflect this.

Question 16:

Other than the monthly management fee what other expenses does the Airport anticipate being invoiced for monthly by the Operator?

Response:

The only invoices the CITY expects to receive from the CONTRACTOR, other than the Management Fee, are any invoices necessary due to unanticipated costs occurring outside the scope of the Agreement.

Question 17:

Does the operator have approval rights for the extensions or is it at the sole direction of the Airport Director?

Response:

Per Section 5.02 of the Professional Services Agreement, the renewal of the Agreement is at the discretion of the Director.

Question 18:

There is obviously significant capital expenditure in this opportunity. If the Agreement is cancelled for any reason (Convenience or Cause), is the Airport/City willing to reimburse operator for any unamortized portion of their investment?

Response:

Please see the response to Question 61 in Addendum #5.

Question 19:

Section 7.01 of the Professional Services Agreement in Addendum #4 states that the City reserves the right to select and utilize multiple operators for this opportunity. If this was to occur how would contractual requirements be divided and City assure revenue would not be diluted?

Response:

In the event that the CITY believes an aspect of the Work can be completed in a less expensive manner, the CITY may direct the CONTRACTOR to not do such work, the cost would not come out of the parking revenue, and the Management Feed would be reduced accordingly.

Question 20:

If the Operator is required to remit all revenue daily to a designated Airport account will the Airport then remit any current or future local or state sales tax to the appropriate governmental authority?

Response:

No. Per Section 1.9(f) of the RFP, the CONTRACTOR shall remit any applicable state and local sales taxes directly to the appropriate governmental entity.

Question 21:

Is the management fee to be calculated prior to payment of applicable sales tax if there are any now or in the future?

Response:

No. The Management Fee shall be calculated after all taxes are taken out.

Question 22:

Given the response to Question 22, Addendum #3 makes the credit/debit card processing fees the operators expense is the requirement of net 2.5% processing fee waived?

Response:

Respondents are free to propose alternative credit card fee percentages. However, as such fees are to be included in the Management Fee, the CITY anticipates such a change will be reflected in the proposed Management Fee.

Question 23:

We are requesting additional clarification regarding the conduit within the facilities. We understand the fiber is at the main plaza and the exit of lot C, but what is the run to each of the other lanes. We assume everything runs back to the main office. What is the connection between the bus lanes and the demark (office) or lot A and the demark? How is the cabling run from the exit of lot C to the entrance on the other side of the parking lot? Are we to assume conduit is good? Is it Cat6, Fiber, or 485 cabling?

Response:

Please see the response to Question 5 in Addendum #6.

Question 24:

Would the Airport/City consider only accepting electronic copy submissions instead of hard copies given current COVID conditions?

Response:

Proposals must be submitted pursuant to the requirements of Section 2.3 of the RFP. The Airport has conducted other procurement activities during the COVID pandemic without requiring a change to electronic submissions.

Question 25:

Will the City accept proposals with a Minimum Annual Guarantee that is less than \$6M?

Response:

Pursuant to the response to Question 4 above, upon review of the questions regarding the Minimum Annual Guarantee and internal discussions, the AIRPORT will no longer require a Minimum Annual Guarantee.

Question 26:

Is the City willing to insert language into the agreement that allows the Operator to renegotiate the minimum annual guarantee and management fee percentages in the event there is a catastrophic event causing a significant reduction in enplanements such as 9/11 or the COVID-19 pandemic?

Response:

Yes. It is the intention of the CITY that the Management Fee percentages act as guideposts, with the understanding that the actual Management Fee may need to be an annual discussion with the CONTRACTOR to reflect the realities of the AIRPORT'S operations at that time.

Question 27:

In Addendum #5, the City provided a 3-year history of Total Operating Expenses in response to Question #6. Do the total Operating Expenses provided include:

- Credit card processing fees
- PARCS equipment maintenance contract
- GT equipment maintenance
- Subcontracted snow removal
- Snow removal from roof of garage
- Sweeping/Power washing
- Striping
- Pavement repair/crack seal
- Replacement of lights/fixtures
- Annual engineering survey/pavement assessment
- Garage maintenance
- Performance bond
- Fuel for shuttles
- Telephone service

- Internet service
- Cell phone
- PCI compliance/monitoring/annual attestation

Response:

None of the above were part of the operating expenses referenced in Question 6 of Addendum #5.

Question 28:

Please provide the actual credit card processing fees by fiscal year for 2019-2021.

Response:

<i>Fiscal Year</i>	<i>Total Fees</i>
2019	\$10,109.00
2020	\$7,347.00
2021	\$2,806.44

Question 29:

How much did the City pay for the cost of the assessment of the parking garage that was conducted in 2019?

Response:

The referenced assessment was part of a bond certification report which the AIRPORT conducts every three years. The AIRPORT will continue to pay for these assessments.

Question 30:

Please provide the two most recent reports of the surface parking facilities similar to what was provided for the garage in response to Question 18 in Addendum #3? What was the cost paid by the City for each of the reports?

Response:

Attached to this Addendum #7 is the relevant portion of the same bond certification report provided in response to Question 18, Addendum #3, demonstrating the assessment applicable to Lots A and C. As stated in Question 29 above, the bond certification report is conducted by the AIRPORT every three years, and the AIRPORT will continue to pay for these assessments.

Question 31:

Based on the City's response to Question 22 in Addendum #3, credit card fees would be treated similarly to any other operating expense incurred by the Contractor. As such, please explain why the City is imposing a 2.5% cap on credit card processing fees?

Response:

Please see the response to Question 22 of this Addendum #7. It is to both parties' benefit that the credit card fees be kept to a minimum.

Question 32:

If credit card revenues are required to be deposited directly into the Merchant of Record owner's bank account, when will the Operator be required to remit credit card revenues to the City?

Response:

CONTRACTOR shall remit credit card revenues daily into an account belonging to the CITY.

Question 33:

Section 4.01 of the Sample Agreement indicates the City will pay the Contractor's Management Fee monthly. What is the specific timeframe by which the City is obligated to pay the Operator?

Response:

CITY will pay CONTRACTOR within thirty days of receipt of an approved invoice.

Question 34:

Sec. 3.09.c of the Sample Agreement indicates Contractor must indemnify the City against every injury or damage caused by Contractor or its subs, even where the City is concurrently negligent, the only exception being where the City is found to be solely negligent. Will the City consider removing the word "sole" from the last sentence of this section: "Contractor shall not indemnify City for City's sole negligence?"

Response:

No.