

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**Addendum No. 3**

**Issue Date: April 10, 2026**

**INVITATION TO BID  
ON-AIRPORT RENTAL CAR CONCESSION  
ADA-32683**

**RESPONSE TO QUESTIONS AND COMMENTS DUE BY MARCH 30, 2026**

The following is provided by the State of Alaska, Department of Transportation & Public Facilities, Ted Stevens Anchorage International Airport (State) in response to questions received relating to the On-Airport Rental Car Concession Invitation to Bid (ITB) ADA-32683 document. No statement provided in these questions/comments shall be deemed a modification in any way of the ITB. The only addition to, or modification of any part of the ITB must be included in an amendment.

**QUESTION #1:** Please confirm that rental car gross revenues for FY2025 were \$86,927,014.32.

**STATE RESPONSE:** The supplemental data provided with the ITB reflects gross revenues for Calendar Year (CY) 2025, not Fiscal Year (FY). Gross revenues for CY25 for all existing on-airport rental car concessionaires was \$86,927,014.32. Gross revenues for FY25 (July 2024 – June 2025) were \$87,505,763.75.

**QUESTION #2:** Market Share Data: Please provide gross revenues and market share data, broken down by brand, for each month and year from 2020 through 2025.

**STATE RESPONSE:** The existing Supplemental Information document for Gross Revenues Reported by Rent-A-Car Concessionaires will be amended for the requested information and will be available as an attachment to the Online Public Notice (OPN).

**QUESTION #3:** Please provide a sample copy of the facility management agreement with ConRAC Solutions.

**STATE RESPONSE:** The Facility Management Agreement the Operator of the Consolidated Rental Car Facility holds with its Sublessees is a private, commercially sensitive contract that contains confidential operational, financial, and proprietary information. However, a high-level summary of the agreement, including the parties, term, and general scope of services are included below:

**Summary**

- Anchorage RAC Center, LLC (Master Lessee)
- Conrac Managers ANC, LLC (Facility Manager)
- Initial term: 5 years
- Extension options: up to four additional 3-year terms (subject to agreement)
- Facility management of the Consolidated Facility (garage, ready/return, QTA, support areas)
- Lease administration for RAC subleases
- Vendor and subcontractor management
- Coordination of maintenance, operations, and compliance
- Budgeting and administration of common area operating costs
- Costs are allocated among RACs based on agreed methodology (e.g., pro rata share)
- Annual budgeting process governs operations and services
- Day-to-day operations and maintenance oversight
- Compliance with lease obligations and applicable regulations
- Reporting and coordination with Master Lessee and Airport

**QUESTION #4:** Please provide a copy of the Land/Building Lease Agreement.

**STATE RESPONSE:** Land/Building Lease ADA-31367 for Anchorage RAC Center, LLC and corresponding supplements will be added as Supplemental Information to this ITB and will be available as attachments to the OPN.

**QUESTION #5:** Please provide the O&M expenses associated with the facility manager for FY2025, along with the same information for FY2024 and FY2023.

**STATE RESPONSE:** Operations and maintenance (O&M) expenses for the Consolidate Rental Car Facility are reported annually by Bond Year (March 2 through March 1). The Annual Rate Reports for Bond Years 2024 through 2027 will be added as Supplemental Information to this ITB and will be available as attachments to the OPN.

**QUESTION #6:** Please provide a comprehensive accounting of the Customer Facility Charge (CFC) balance, including current beginning balances, projected revenues, and anticipated

expenditures over the first three years of the contract period. Additionally, please identify any other projects planned for acquisition or construction that will be funded through CFC revenues.

**STATE RESPONSE:** The requested information can be found in the Annual Rate Reports included as Supplemental Information to this ITB, available as attachments to the OPN.

**QUESTION #7:** Does the Airport intend to increase the Customer Facility Charge (CFC) during the term of the agreement?

**STATE RESPONSE:** As stated in the Sample Concession Agreement in Article VI, Section J (CFCs and FMCs), the CFC is established and administered in accordance with the applicable order of the Commissioner and the governing financing documents for the Consolidated Rental Car Facility. The State does not commit to maintaining the CFC at any specific level for the duration of the Agreement. The CFC may be adjusted as necessary to support the operation, maintenance, and financing obligations of the Consolidated Rental Car Facility and Bidders should assume that the CFC may be adjusted during the term of the Agreement.

**QUESTION #8:** Please clarify which specific terms and conditions will be subject to negotiation after the Intent to Award is issued. Will negotiations focus primarily on minor contractual language and implementation timelines, or will substantive business terms, such as fees, facility access, and operational parameters, also be open for discussion? Understanding the scope of negotiations will help bidders assess the finality of their submitted proposals.

**STATE RESPONSE:** Bids are intended to be complete and final in their submission. The State's issuance of a Notice of Intent to Award is based on the evaluation of the Bids as submitted and the State does not intend to engage in post-award negotiations that would materially alter the terms of the solicitation or the basis of the Award.

**QUESTION #9:** What is the fee structure for off-airport rental car permittees? Please include a copy of the off-airport permit agreement in your response.

**STATE RESPONSE:** The fee structure for off-airport rental car business permitted under 17 AAC 42.100 Vehicle Rental Business Permit, are established under 17 AAC 42.125 and are published online on the DOT&PF's website at this link: <https://dot.alaska.gov/aias/assets/AIAS-Other-Rates-Fees.pdf>. A sample copy of the Vehicle Rental Business Permit will be added as Supplemental Information to this ITB and will be available as attachments to the OPN.

**QUESTION #10:** Is the definition of gross receipts the same as in the incumbent's current concession agreement, or have any changes been made?

**STATE RESPONSE:** The definition of Gross Revenues maintains incumbent's current Concession Agreement definition language and has been expanded to maintain consistency with the State's most recent Rental Car Concession solicitation at FAI.

**QUESTION #11:** Would the Airport permit brand-specific counters?

**STATE RESPONSE:** Counter Space assigned to the successful Bidder may be branded to reflect the approved brand(s) under the applicable Concession Agreement, subject to Airport design standards, signage requirements, and the Airport Building Permit approval process.

**QUESTION #12:** What would be the minimum allocation for a new entrant if one were to be a successful bidder?

**STATE RESPONSE:** Allocation space is detailed in Section 3.3 of the Anchorage RAC Center, LLC Sublease. The Sublease will be added as Supplemental Information to this ITB and will be available as an attachment to the OPN.

**QUESTION #13:** We respectfully request that counter allocations be assigned based on bid ranking among the winning bidders. We do not agree with grandfathering existing counter positions, as counter placement is critical to visibility and the overall customer experience.

**STATE RESPONSE:** In response to multiple requests for modification and following coordination with the Consolidated Rental Car Facility operator, the State has reviewed the initial allocation methodology and determined that it is appropriate to revise such methodology. Accordingly, initial allocation will be based on Minimum Annual Guarantee (MAG) Bid rather than Market Share. This revision will be incorporated in Amendment No. 3.

**QUESTION #14:** If a new entrant is awarded a position, would they be required to begin operations on the commencement date?

**STATE RESPONSE:** No, the Concession Agreement does not explicitly require commencement of operations on the Effective Date, however, the MAG billing will on the Effective Date.

**QUESTION #15:** Please clarify how new entrant fees would be charged in the event a tenant is not able to complete tenant improvements by the commencement date.

**STATE RESPONSE:** The Sample Concession Agreement imposes no penalty fees for not being operational on the Effective Date of the Concession Agreement, however, as stated in response to Question #14, the Concessionaire is required to begin paying the MAG on the Effective Date of the Agreement.

**QUESTION #16:** Please allow for electronic submission of the bid documents either via email or an online drop-box.

**STATE RESPONSE:** As stated in Addendum No. 1 of the ITB, the State will accept electronic (email) submission of Bids for this Solicitation. Please see the State response to Question #1 of Addendum No. 1.

**QUESTION #17:** Please extend the deadline of the submission to at least 2 weeks after final answers are provided to allow time for proponents to properly acknowledge and prepare.

**STATE RESPONSE:** The ITB timeline shall be amended, and the change will be reflected in Amendment No. 3. The new ITB timeline shall be as follows:

1. March 6, 2026 - Public notice, bid documents available online.
2. March 11, 2026 – Written comments due from interested parties.
3. March 16, 2026 – Pre-bid conference – Hybrid meeting (Participants may attend in person or remotely)
4. March 30, 2026 – Final day to submit questions, comments, or requests for information to State in writing via email. ITB Protests due.
5. April 10, 2026 – Airport to publish responses, final Addendum.
6. May 1, 2026 – Last day to submit Bids and Bid opening.
7. May 4, 2026 – Notice of Intent to Award. Meet with successful bidders.
8. May 11, 2026 – If there is an award, the State awards the contract, and space allocations in the Consolidated Rental Car Facility are determined by 5:00 p.m. AKDT. Protests on Award due.
9. May 15, 2026 – Signed Agreements are due back to the State.
10. November 1, 2026 – Concession Agreement Effective Date.

**QUESTION #18:** QUESTION: Will there be a Public Opening of Bids immediately following the Bid Due Date? If so, will the airport provide an option to attend the ‘opening’ remotely? We understand that the airport will still need to review the submissions and determine if each Proposer is deemed ‘qualified’, and that by reading the MAG Bid Amounts the airport is in no

way indicating that each proposer will be successful, however it is common for airports to read the Bid Amounts / Bidder Name immediately following the bid submission.

**STATE RESPONSE:** The State is amenable to providing a remote option to attend the opening of the ITB Bids. If interested in attending the Bid Opening remotely on May 1 at 2:15pm AKDT, instructions for attendance are as follows:

**Microsoft Teams meeting**

**Join:** <https://teams.microsoft.com/meet/220867704018734?p=d2gov7dDX9uJN1tkaZ>

Meeting ID: 220 867 704 018 734

Passcode: 6b9Af6BD

**Dial in by phone**

[+1 907-202-7104](tel:+19072027104), [145948784](tel:+145948784)# United States, Anchorage

[Find a local number](#)

Phone conference ID: 145 948 784#

**Join on a video conferencing device**

Tenant key: 260748889@t.plcm.vc

Video ID: 114 158 683 6

[More info](#)

Bid Openings are open to the public and will be held at 2:15 p.m. in the Environmental Conference Room, located on the third floor of the ANC Staff Offices in the South Terminal. Attendees must arrive at the third-floor reception area no later than 2:00 p.m. to be escorted to the conference room.

**QUESTION #19:** To maintain the health of the ANC rental car market and to avoid potential negative impacts to airport revenues, we believe that the number of overall on-airport brands must remain at eight. We do support open competition in this bid, and we believe that by allowing up to eight on-airport brands --- the Airport can still maintain open competition and preserve the health of the market. As such, we ask that the stated operational maximum be applied to “brands” (as opposed to “concessions”) and that certain parameters be added to this maximum.

QUESTION: Will the Authority please amend the pre-existing stated operating maximum to eight “brands” and please add the following parameters?

- No more than eight total on-airport brands will be permitted.
- No more than three brands per brand family per bid submittal will be permitted; and

- If a brand family successfully submits one bid with three brands, this would count as three of the eight maximum brands.

**STATE RESPONSE:** The State acknowledges the importance of maintaining a healthy and sustainable rental car market. The ITB structure reflects a balanced approach that limits the total number of Concession Agreements while allowing flexibility in brand participation, thereby supporting competition, customer choice, and opportunities for a range of operators. The State is not amenable to modifying the solicitation as requested.

**QUESTION #20:** It is important for each Proposer to understand the space that they may be offered long before the bid is due to the Airport. Knowing how the space will be allocated, in what order the space will be selected and whether or not the Proposer needs to anticipate large moving expenses are all critical to the Proposer’s MAG Bid decision. **QUESTION:** Will the airport be providing specific direction to the Proposers (before the Proposal is due) on the specific approach to allocating each of the three critical areas; Counters; Ready/Return parking (including how the floor selection will be determined and amount of space will be determined); and amount of Car Wash/Fueling area (including number of each)?

**QUESTION:** can the RACs work with ConRAC Solutions to better understand these items or will the Airport provide the Proposers with the “rules” for initial allocation of space?

**STATE RESPONSE:** Please see State response to Question 12.

**QUESTION #21:** Regarding allocation of space – **QUESTION:** If one company submits more than one successful Proposal to operate different brand(s) under each concession agreement, will the Airport combine the marketshare of the multiple concession agreements into a single Company marketshare for allocation/reallocation purposes in the Counter, Ready/Return and QTA, as we do in the ConRAC today?

**STATE RESPONSE:** No, MAG for initial allocation and Market Share for reallocation purposes are calculated and applied at the individual Concession Agreement level and not combined across multiple Concession Agreements held by the same parent or corporate entity. In the event of an assignment resulting from a merger, consolidation, or sale, Market Share may be combined as expressly provided in Section 3.8 of the Sublease.

**QUESTION #22:** Counter Area –

a. **QUESTION:** Will the Airport “Grandfather” the location and size of the counters to successful incumbent Proposers?

b. QUESTION: If the Airport selects less than 8 successful proposers, how will the remaining counter spaces be allocated? Many airports then offer the remaining counter to the successful proposers in descending MAG Bid Order or in descending Marketshare order.

c. In order to operate effectively and efficiently the counter(s) that is assigned to each successful Proposer should closely mirror their marketshare. QUESTION: Does the Airport intend to modify the counter spaces to reflect current marketshare or are the SIZES of the counters predetermined?

**STATE RESPONSE:** a) The State does not guarantee that existing counter location or sizes will be “grandfathered” for incumbent Concessionaires. All Counter Space assignments, including location, size, and configuration will be determined in accordance with the allocation methodology detailed in Section 3.3 of the Sublease. b) In the event fewer than eight (8) Concession Agreements are awarded, an unallocated Counter Space will be assigned by the Land/Building Lessee in accordance with the allocation methodology detailed in Section 3.5 of the Sublease. c) Counter Space is not fixed to predetermined sizes for each Concessionaire. As described in the Sublease, Counter Space is allocated using a modular approach (with minimum unit increments), and initial allocations are generally based on MAG, with subsequent adjustments based on Market Share and other applicable factors. While allocations are intended to reasonable reflect relative business levels over time, they are also subject to operational considerations and facility constraints, and no Concessionaire is guaranteed a specific size, configuration, or proportional alignment with Market Share.

**QUESTION #23:** Peer to Peer Rental Car Providers – Proposers for this ITB are required to adhere to several reasonable and important expectation related to customer safety, operations and service requirements. It would seem appropriate for all companies that provide a vehicle for payment, to have similar contractual requirements and expectations. It is important to maintain a level playing field amongst competing interests. QUESTION: As such, does the Airport currently require or does it intend to begin to require the following expectations from Peer-to-Peer providers?

- a. Vehicles must be no older than 3 model years old?
- b. Vehicles must not be rented if they require maintenance or if they are under manufacturers recall?
- c. ACDBE and/or SBEC goals and reporting requirements?

**STATE RESPONSE:** As stated in the ITB, this solicitation applies solely to On-Airport Rental Car Concessions and the requirements set forth in the Sample Concession Agreement. The operational, safety, and compliance requirements referenced in this ITB apply only to awarded Concessionaires. Peer-to-Peer vehicle rental providers operate under a separate permitting

framework and are not subject to the requirements of this ITB or the Sample Concession Agreement. Accordingly, the State does not intend to apply the specific requirements identified through this solicitation.

**QUESTION #24:** Section X of Concession Agreement - Gross Revenue – the airport is proposing a large number of changes to the definition of Gross Revenue which are unnecessary and burdensome. Please remove these from the list of items that are defined at Gross Revenue and specifically exclude them.

- a. Under Item e – “refueling charges and fees for fuel or other petroleum products” should be EXCLUDED. Fuel replacement is not a revenue item. Proposer must not only pay for the fuel, but we also must pay for our employee to refill the vehicle. We respectfully request that all Fuel collection be EXCLUDED. Also, “Environmental recovery or sustainability fees”. We offer a carbon offset to our customers with 100% of the proceeds going to an outside 3rd party. There is zero revenue gained from these efforts. This is not revenue for the airport or for the rental car company. Please EXCLUDE Carbon Offset programs from the definition of Gross Revenue IF the proceed are 100% passed through to an outside 3rd party. This is common at most airports.
- b. Under Item a – The airport is significantly changing the definition of Gross Revenue which may have a negative impact on the customer and the concessionaire. QUESTION: Please consider EXCLUDING Collision Damage Waiver, Personal Accident Insurance, Personal Effects Coverage, Supplemental Liability Insurance.

**STATE RESPONSE:** The State does not intend to modify the definition of Gross Revenues as set forth in the Sample Concession Agreement, except as noted below. The definition of Gross Revenues in the ANC ITB is consistent with industry standard and is materially aligned with the State’s most recent Rental Car Concession solicitation at FAI. Under the FAI agreement, Gross Sales expressly include refueling charges, fees for fuel or other petroleum products, and insurance products including Collision Damage Waiver, Personal Accident Insurance, Personal Effects Coverage, Supplemental Liability Insurance. The State is amenable to excluding carbon offset or similar environmental sustainability program charges from Gross Revenues, provided that a) one hundred percent (100%) of the proceeds are remitted to a bona fide third-party organization and b) the Concessionaire maintains documentation sufficient to demonstrate that no portion of such amount is retained by the Concessionaire. This change will be reflected in Amendment No. 3.

**QUESTION #25:** Section X, 5.b of Concession Agreement – Exclusions – in addition to EXCLUDING the above items, it is customary for an Airport to exclude “administrative charges”

for loss, conversion or abandonment of Rental Cars. QUESTION: will the airport please exclude these items?

**STATE RESPONSE:** The State is not amenable to this modification. Administrative charges associated with loss, conversion, or abandonment are considered amounts paid by the Customer arising from or incidental to the rental Transaction and are therefore appropriately included in Gross Revenues. This treatment is consistent with FAI's rental car concession agreements.

**QUESTION #26:** Section X.5.h of Concession Agreement – Exclusions – It is customary for an Airport to exclude “Administrative charges” from sums received from customer for reimbursement of impound fees, towing fees, and parking/traffic tickets. QUESTION: please confirm that administrative fees are EXCLUDED and please describe examples of what ‘mark ups or additional fees’ might be?

**STATE RESPONSE:** To the extent that amounts collected from Customers represent a direct, pass-through reimbursement of third-party costs and are remitted in full to the applicable third-party provider without any markup, surcharge, or retained portion, the State permits such amounts to be excluded from Gross Revenues, provided such exclusions are supported by appropriate documentation. However, any administrative fee, markup, surcharge, or other additional amount retained by the Concessionaire in connection with such charges shall be included in Gross Revenues. Examples may include an administrative or processing fee added to third-party charges, late payment, collection, or convenience fee retained by the Concessionaire, or any portion of a charge that exceeds the actual third-party cost. This approach is consistent with FAI's rental car concession agreements.

**QUESTION #27:** Article VI.C.1.a of the Concession Agreement – QUESTION: for clarity sake, with the Airport please include language which clearly states that if the MAG is waived due to a decline in passengers, that the Annual MAG amount is then reduced by 1/12th for each month that the MAG abatement remains in effect? Given what we saw during COVID, we believe it is important to be very clear about this item.

**STATE RESPONSE:** For clarification purposes, the MAG will not be modified or reduced on a prorated (1/12 per month) basis due to a MAG waiver. Instead, the waiver applies only to the monthly MAG obligation for the specific month(s) in which the qualifying event occurs. During those months, the Concessionaire shall pay the Percentage Fee in accordance with Article VI.C.2. Any resulting overpayment will be addressed through the annual true-up, where the

State will credit or refund amounts owed to the Concessionaire in accordance with Article VI.C.3.

**QUESTION #28:** Article VI.J.5 of the Concession Agreement – This is a very confusing paragraph. Please consider rewriting. QUESTION: Please confirm that we are not expected to change the CFC rate on an open rental ticket if the CFC rate changes in the middle of the contract. Please confirm that the airport will provide both a date when the rate must begin being charged, and the date when the Concessionaire is expected to begin quoting the new rate for future rentals. We do not understand the intent of item (2) in this paragraph. QUESTION: Please explain.

**STATE RESPONSE:** The State confirms that Concessionaires are not expected to retroactively apply a revised CFC rate to Transactions that have already commenced. A revised CFC rate applies only to Transactions that begin on or after the effective date specified in the applicable Order of the Commissioner. The State will provide written notice to Concessionaires identifying the effective date of the new or revised CFC rate and the date by which the Concessionaire must begin applying the updated rate to applicable Transactions. With respect to subsection 2, this provision is intended to allow a short administrative transition period following the notice. Specifically, i) the new or revised CFC rate applies only to Transactions that begin on or after the stated effective date, and ii) the Concessionaire is not required to apply the new rate until 12:01 a.m. on the third (3<sup>rd</sup>) business day after receiving the notice, to allow time for system updates and implementation. In addition, Transactions that are a) subject to reservations that legally preclude the addition of newly imposed charges or b) prepaid in full prior to the effective date, are not required to be adjusted to reflect the new rate.

**QUESTION #29:** Article VII.H.1 of the Concession Agreement - \$100/day for a late report is too high. We suggest \$25/day as more reasonable. QUESTION: will the airport consider reducing this fee?

**STATE RESPONSE:** This penalty fee for late submission of SBEC and ACDBE reports is imposed by the Alaska Department of Transportation & Public Facilities (DOT&PF) Civil Rights Office and is not subject to modification through this solicitation.

**QUESTION #30:** Article IX.F.1 of the Concession Agreement – QUESTION: Please modify the age requirement to say “Shall be no more than 3 years older than current model year”.

**STATE RESPONSE:** The State is amendable to this modification. This change will be reflected in Amendment No. 3.

**QUESTION #31:** Article IX.H.4 of the Concession Agreement - \$200 per hour is too high. Respectfully, we do not need to manage this agreement through fines and penalties. QUESTION: will the airport consider a reasonable reduction of this fee to \$200/day?

**STATE RESPONSE:** The State is amendable to this modification. This change will be reflected in Amendment No. 3.

**QUESTION #32:** Article IX.M of the Concession Agreement – Security Program. The Concessionaire cannot be responsible for everything that our customers may do at the airport. This is not reasonable. Does the airport hold the airlines or other terminal concessionaires responsible for the same? QUESTION: Please modify the following sentence to remove “guests.... Customers, whether on or off the Premises”

- a. Any fine that results from a violation of the State’s Airport Security Program, Airport Certification Manual, Airport Emergency Program, or any applicable federal regulations caused by the Concessionaire or by any f the Concessionaires’ agents or personnel, including any officer or employee, or any else acting by, on behalf of, or under the authority of eh Concessionaire, or by any of the Concessionaire’s contractors, sub-concessionaires, ~~or guest~~, including any vendor ~~or customer, whether on or off the Premises~~, will as between the State and the Concessionaire, be the sole responsibility of the Concessionaire.

**STATE RESPONSE:** The intent of this provision is to ensure that Concessionaires are responsible for the actions of those parties operating under their direction, control, or authority, including employees, agents, contractors, and sub-contractors. This language is consistent with standard airport practice and intended to support compliance with applicable security requirements. However, the State acknowledges that Concessionaires are not responsible for the independent actions of the general public. Accordingly, this provision will be interpreted and enforced such that the Concessionaire is responsible only for violations attributable to its operations or to parties acting under its direction, control, or authority, and not for actions of unrelated third-parties over whom the Concessionaire has no control.

**QUESTION #33:** Article XIV,A,7 of the Concession Agreement – Respectfully, it is not reasonable to require that the Concessionaire seek the State’s approval before changing managers and not something that other Airports try to insert themselves into. We have multiple levels of management involved with our ANC operation which provide consistency and oversight regardless of who the individual assigned to ANC is. The local manager may be promoted to a new position in our organization, or we could determine to make other changes that impact the specific individual that manages our ANC operation. Attempting to require the State’s approval

on a personnel change, which the Concessionaire determines is best for its business, its customers, and the Airport, is unreasonable and overreaching. We can agree to notify the Airport if there is a change in the manager. QUESTION: please delete this entire item #7.

**STATE RESPONSE:** The State is amenable to this request to remove item XIV.A.7. This change will be reflected in Amendment No. 3.

**QUESTION #34:** Article XXI.B of the Concession Agreement – Under no circumstances do we have the ability to obligate our vehicles for any purpose. Our debt covenants do not permit it. QUESTION: Please add “Excluding Concessionaire’s Vehicles” to the following sentence. “The Concessionaire acknowledges that as part of the consideration for this Agreement, all property EXCLUDING CONCESSIONAIRE’S VEHICLES, remaining on the Consolidated Rental Car Facility after the five (5) calendar days becomes the sole property of the state,... Additionally, we appreciate that it is unlikely that the Concessionaire will terminate this agreement but if the state claims ownership of Concessionaires property and sells or disposes of it, the State should not also get to charge the Concessionaire for the effort. At a bare minimum, if the state sells Concessionaire’s property, then the State should only receive payment for its effort NET of any sale proceeds. QUESTION: please include “net of any sale proceeds” in the last sentence of this paragraph.

**STATE RESPONSE:** The State acknowledges that Concessionaire-owned vehicles are subject to financing arrangements and are not intended to be conveyed to the State under this provision. Accordingly, the State is amenable to clarifying that Concessionaire-owned vehicles are excluded from the transfer of ownership provision described in Article XXI.B. This change will be reflected in Amendment No. 3. With respect to the requested modification regarding application of sale proceeds, the State does not intend to revise the provision to include “net of any sale proceeds.” The existing language appropriately reflects the State’s administrative and operational costs associated with removal, storage, and disposition of property remaining on the Consolidated Rental Car Facility after termination or abandonment.

**QUESTION #35:** Article XVIII of the Concession Agreement – QUESTION: please provide examples of what these fees and charges might be?

**STATE RESPONSE:** Article XVIII refers generally to fees and charges that may be imposed in connection with the Concessionaire’s operations at the airport. These may include fees and charges established by the State or applicable authorities in connection with the use, operation, or regulation of Airport facilities and services. Examples of such a fee may include regulatory or compliance-related fees imposed by governmental authorities.

**QUESTION #36:** Article IV.B.1 – The no more favorable terms and conditions only applies to concessionaires added during the Term, but it should apply to all concessionaires.

QUESTION: Will the State please include a Most Favored Nations provision that reads: “In the event that any contract granted by the State to any other rental car company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the State shall give due diligence to ensure Concessionaire will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Concessionaire herein.”

**STATE RESPONSE:** As set forth in the ITB and Concession Agreement, the State has established a uniform framework of terms and conditions applicable to all Concessionaires through a competitive procurement process. The provision in Article IV.B.1. is intended to ensure that any additional Concessionaires added during the Term are subject to terms that are not more favorable than those established through this solicitation. The State is not amenable to modifying this Article.

**QUESTION #37:** SCA Article XIX, Section B.1 (SCA-49) – Insurance.

QUESTION : Will the State please strike the following language from this section? “If the Concessionaire’s insurance policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.” This language exposes the Concessionaire to obligations beyond the required minimum limits outlined. Striking the language will ensure that only the expressly stated minimum limits apply.

**STATE RESPONSE:** This provision is intended to ensure that the State received the full benefit of insurance coverage maintained by the Concessionaire in connection with its operations are the Airport. This is a standard State of Alaska (SOA) risk management provision that is consistent with FAI rental car concession agreements and does not require the Concessionaire to obtain insurance in excess of the minimum limits specified in the Agreement. The State is not amenable to this change.

**QUESTION #38:** SCA Article XIX, Section B.1.a (SCA-49) – Insurance.

QUESTION : Will the State please strike “independent contractors” from this section?

QUESTION: Will the State please replace “endorsements” with “coverage” in this section to read, “...products and completed operations, broad form property damage, blanket contractual, and personal injury coverage.”

**STATE RESPONSE:** The inclusion of independent contractors is intended to ensure that all parties performing work on behalf of the Concessionaire are appropriately covered. This language is consistent with standard SOA risk management practices and FAI rental car concession agreements. Concessionaires remain responsible for the acts and omissions of their contractors and subcontractors, and the insurance requirements are intended to reflect that responsibility. With respect to the requested change from “endorsements” to “coverage,” the State does not intend to revise this language. The term “endorsements” is used intentionally to ensure that the required protections are affirmatively included in the Concessionaire’s insurance policies and evidenced through appropriate policy documentation.

**QUESTION #39:** SCA Article XIX, Section B.1.b (SCA-49) – Insurance.

QUESTION : Will the State please modify the second sentence of this section to read, “ The Concessionaire is responsible for ensuring any subcontractor who directly or indirectly provides services under this Agreement maintains worker’s compensation insurance.”

**STATE RESPONSE:** The existing language is intended to ensure that all subcontractors performing work under the Agreement maintain required workers’ compensation coverage and that the Concessionaire remains responsible for verifying and ensuring such compliance. This language is consistent with standard SOA risk management practices and FAI rental car concession agreements.

**QUESTION #40:** SCA Article XIX, Section B.1.d (SCA-50) – Insurance.

QUESTION : Will the State please replace “casualty” with “all-risk” in this section?

**STATE RESPONSE:** The State has reviewed the requested modification and does not intend to replace the term as proposed, however, to provide additional clarity, the State will revise the provision to reflect that acceptable coverage may include “all-risk” or equivalent forms of property insurance. The intent of this provision is to require coverage that adequately protects against loss or damage to property associated with the Concessionaire’s operations, regardless of the specific policy form designation. Accordingly, the provision will be clarified to read substantially as follows: “The Concessionaire shall maintain casualty insurance (including all-risk or equivalent coverage)...” This change will be reflected in Amendment No. 3.

**QUESTION #41:** SCA Article XIX, Section B.2.a (SCA-50) – Insurance.

QUESTION : Will the State please modify this section to read, “Name the State as additional insured where their interest may appear for liabilities arising out of the conduct of the Concessionaire.”

**STATE RESPONSE:** The requirement to name the State as an additional insured is intended to ensure that the State is afforded the full scope of protection available under the Concessionaire’s insurance policies for claims arising out of or related to the Concessionaire’s operations. The existing language is consistent with standard SOA risk management practices and FAI rental car concession agreements.

**QUESTION #42:** SCA Article XIX, Section B.4 (SCA-50) – Insurance.

QUESTION : Will the State please add the following language to the end of this section to read, “...reasonable grounds upon agreement from Concessionaire.”

**STATE RESPONSE:** The provision is intended to preserve the State’s ability to require adjustments to insurance coverage when reasonably necessary to address changes in operational, regulatory, or risk conditions at the Airport. The State’s exercise of this authority will be based on reasonable grounds consistent with applicable standards and practices. The existing language is consistent with standard SOA risk management practices and FAI rental car concession agreements.

**QUESTION #43:** SCA Article XIX, Section B.5 (SCA-51) – Insurance.

QUESTION : Will the State please revise the first sentence of this section to read, “The Concessionaire agrees that if the Concessionaire’s insurance coverage lapses or is cancelled, the Concessionaire shall have thirty (30) days from the date of lapse or cancellation to cure the deficiency and reinstate the required coverage, and if the Concessionaire fails to cure within that period, the State has the right to halt the Concessionaire’s operations and activities immediately upon written notice.”

**STATE RESPONSE:** The continuous maintenance of required insurance coverage is a material obligation under the Concession Agreement. The State cannot permit a lapse in required coverage for an extended period, as this would expose the State to unacceptable risk. Accordingly, the Agreement requires that coverage be maintained at all times, and any lapse or cancellation may result in immediate action by the State, including suspension of operations, as provided in the Agreement. The State may, in its discretion, allow a reasonable opportunity to cure minor or administrative deficiencies where appropriate, however, the State does not intend to establish a fixed thirty (30) day cure period for lapses in required insurance coverage.

**QUESTION #44:** We do not believe it is possible to allocate the space in the ConRAC and begin the Concession Agreement within 4 days of completing the Bid process. This process typically takes 4-6 weeks. QUESTION: please modify the schedule to provide at least 6 weeks and up to 10 weeks for the allocation of the space to be completed and for RACs to move to their new space before the Concession agreement commences.

**STATE RESPONSE:** The State has modified the ITB timeline. Please see State response to Question #17.

**QUESTION #45:** Addendum No. 1, Question/Response #1 – The State response to Question #1 outlines the last day to submit Bids and the Bid opening being May 1, 2026, and the final paragraph of the response states, “Emailed Bids should be submitted to sarah.guedea@alaska.gov prior to 2:00 p.m. AKDT on April 24, 2026.”

QUESTION: Will the State please confirm if the Bid due date is May 1, 2026, or April 24, 2026? Is the Bid due sooner if it is submitted electronically? See below taken from Addendum #1

**STATE RESPONSE:** The April 24, 2026 date was left in the Addendum No. 1 in error. For clarification, the Bid due date is 2:00 p.m. AKDT on May 1, 2026. This due date applies to both electronic or hard copy submissions.

**QUESTION #46:** If the MAG we bid is greater than our current Gross Revenue market share in terms of percentage, will the car rental stall allocation percentage be reflected based on MAG?

**STATE RESPONSE:** The State has amended the allocation methodology. Initial allocation shall be determined by MAG Bid. Please see State response to Question #1.