



INVITATION TO BID (“ITB”) & RESPONDENT’S ACKNOWLEDGEMENT

ITB TITLE:
**MANAGEMENT AND OPERATION OF A NON-EXCLUSIVE RENTAL CAR
CONCESSION AT THE DESTIN-FT. WALTON BEACH AIRPORT (“VPS”)**

ITB NUMBER:
ITB AP 14-21

<u>ISSUE DATE:</u>	December 7, 2020	
<u>MANDATORY PRE-PROPOSAL MEETING:</u>	December 16, 2020	10:00 A.M. CST
<u>SUBMISSION OF QUESTIONS/CLARIFICATIONS:</u>	January 12, 2021	3:00 P.M. CST
<u>ITB DUE DATE & TIME:</u>	February 10, 2021	3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID SUBMISSION DEADLINE DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a bid on the above referenced Management and Operation of a Non-Exclusive Rental Car Concession at the Destin-Fort Walton Beach Airport (“VPS”). All terms, specifications and conditions set forth in this ITB must be incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the “ITB Title,” “ITB Number,” and the “ITB Due Date & Time.” Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) calendar days after the bid due date and time deadline unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER’S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE: _____

**NOTICE TO RESPONDENTS
INVITATION TO BID (“ITB”) ITB AP 14-21**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) February 10, 2021**, for **The Management and Operation of a Non-Exclusive Rental Car Concession at the Destin-Fort Walton Beach Airport (“VPS”)**.

Interested Respondents desiring consideration shall provide one (1) original printed copy and one (1) thumb drive of their Invitation to Bid (“ITB”) response with the Respondent’s bid. Submissions shall be portrait orientation, unbound, and 8 ½” x 11” where practical. Font shall be 12 point and Respondents are limited to twenty (20) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Bid documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

A mandatory pre-bid meeting will be held at 10:00 a.m. central standard time on Tuesday December 16, 2020 at the Destin- Ft. Walton Beach Airport in the Airport Conference Room on the second floor of the Terminal. Respondents must have a representative present OR participate via phone (Zoom) in order to be compliant with the ITB requirements. Once potential Respondents register with the County, call in information will be provided for those wishing to participate by phone prior to the pre-bid conference date and time.

Bids must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. central standard time Wednesday February 10, 2021** in order to be considered. Bids will be opened and read aloud at this time. Bids received after the stated time and date will be returned unopened and will not be considered. All bids must be in sealed envelopes reflecting on the outside thereof **“Management and Operation of a Non-Exclusive Rental Car Concession at the Destin-Fort Walton Beach Airport (VPS)”**. Failure to clearly mark the outside of the envelope as set forth herein shall result in the bid not being considered.

The County reserves the right to award to the Respondents submitting responsive bids with a resulting negotiated Agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the resulting negotiated Agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All bids should be addressed as follows:

**Management and Operation of a Non-Exclusive Rental Car Concession at the Destin-Fort Walton Beach Airport (VPS)
ITB AP 14-21**

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

PART I - INSTRUCTIONS TO BIDDERS

I. INTRODUCTION AND BACKGROUND

Okaloosa County, Florida (“County”) is seeking competitive bids (“Bids”) from all responsible and qualified bidders (“Bidders”) which are interested in managing and operating a Non-exclusive Rental Car Concession at the Destin-Ft Walton Beach Airport (“Airport”) including, but not limited to, Small and/or Disadvantaged Business Enterprises. The rental car concession which is subject to this solicitation shall be managed and operated in accordance with the Concession Agreement and Lease (“Agreement”) contained in Part V of this Invitation to Bid (“ITB”). The County has up to four (4) separate rental car concession facilities including counters and queue space, and associated ready/return parking positions subject to award. The concessions to be awarded and the Agreements shall be non-exclusive.

A. Withdrawal of Bid

A Bidder may withdraw its Bid prior to the time specified in the Invitation to Bid or in a subsequent Addenda for the opening of Bids, if a written withdrawal request is received by the Purchasing Department prior to such specified time. No Bidder shall be permitted to withdraw its Bid after the time specified in the Notice to Bid or subsequent Addenda for the opening of Bids unless selection of the successful Bidders are delayed by inaction of the County for a period of ninety (90) calendar days after the opening of the Bids.

B. Bid Security

Each Bid shall be accompanied by a bid security deposit (“Bid Security”) of \$10,000 by way of a bid bond issued by a company authorized to do business in the State of Florida, cashier’s check, certified check, or bank draft on a bank or trust company insured by the Federal Deposit Insurance Corporation, made payable to County. **The Bid Security must be attached to the Bid Form.** The Bid Security of unsuccessful Bidders shall be returned to such Bidders after award and execution of Agreements with the successful Bidders. If a successful Bidder fails to forthwith execute the Agreement and provide the insurance and letter of credit required by the Agreement within the time limits prescribed by the ITB, the Bid Security shall become the property of County. If a successful Bidder does forthwith execute the Agreement and provide the aforementioned documentation, the Bid Security will be returned to the successful Bidder without interest.

C. Bid Submission Deadline and Evaluation Process

Bids must be received by County within the time and date specified above. Bids received after said time and date will be returned unopened. The time and date of receipt of said Bid shall be recorded on the envelope by the Purchasing Department. On the date and time that the Bids are due, bids will be opened and read aloud. All Bids will be reviewed by the County and the recommendations for award will be made by the Airport to the Board of County Commissioners.

D. Bids Retained

All Bids submitted pursuant to this ITB will become the property of the County and will not be returned. However, if any portion of the Bid qualifies under applicable law and is marked proprietary or confidential and is highlighted, this portion can be returned after award of the rental car concessions subject to this ITB, if requested, in writing by the Bidder at the time of submitting its Bid.

E. Preparation of Bids

Bids must be unconditional and made in strict conformity with this ITB and all Addenda (if any) hereto. All blank spaces on the Bid Form and all other forms and submittals required by this ITB must be properly and legibly filled in, and the Bidder shall execute the Bid Form as follows:

1. If the Bid is executed by a sole proprietor, that fact shall be evidenced by the word “Owner” appearing after the name of the person executing it.
2. If the Bid is executed by a partnership, that fact shall be evidenced by the words “General Partner” appearing after the name of the general partner executing it.
3. If the Bid is executed by a corporation, it shall be executed in the name of the corporation by, and attested by, its authorized officers, and its corporate seal shall be affixed thereto.
4. If the Bid is executed by a limited liability company, it shall be executed in the name of the limited liability company by the Managing Director or another authorized director.
5. All signatures must be in blue ink.
6. If a Bidder is a licensee or franchisee of a national rental car company or corporation, said licensor or franchisor shall obligate itself to assume all obligations, responsibilities and liabilities of the Bidder under the Bid and the Agreement by executing the Bid and the Agreement as Guarantor.

F. Disqualification for Submitting Bid for More Than Two Brands

A Bidder shall be disqualified for submitting a Bid with more than two (2) brands; provided that a Bid which has been withdrawn as permitted herein does not preclude the submission of another Bid prior to the time specified for the opening of the Bids. Further, this does not disqualify an entity that owns or controls more than one rental car brand from submitting Bids for more than one concession facility.

G. Qualification of Bidders

The Bidder must be financially capable and experienced to provide the vehicles and level of service required by the Agreement. This determination will be based upon the County’s review of the Bidder Eligibility Form included as Attachment A to this ITB after the opening of the Bids. If a Bid does not contain a Bidder Eligibility Form from a Bidder required to submit the same, or if the information contained in the Bidder Eligibility Form is incomplete or not responsive, the Bid may be rejected by the County.

H. Bid Submittal Requirements

Each Bid submitted shall include the following required items:

1. The entire ITB document signed and completed as required herein.
2. Acknowledgment of receipt of any Addenda issued.
3. The completed Bidder Eligibility Form (included as Attachment A).

4. The Bid Form (included as Attachment B) and any items required or permitted to be attached to the Bid Form in accordance with the instructions contained therein.
5. Bidder's Affidavit of Non-Collusion (included as Attachment C).
6. ACDBE Program and Goal Form as well as the specific ACDBE compliance plan identifying potential sources and efforts to achieve compliance (included as Attachment D).
7. Conflict of Interest Disclosure Form (included as Attachment E).
8. Drug Free Workplace Certification (included as Attachment F).
9. Indemnification and Hold Harmless Form (included as Attachment G).
10. Badge Application Form (included as Exhibit H)
11. The Bidder's Bid Security, as outlined in Paragraph E of the Instructions to Bidders.

I. Basis of Award

Award of up to four (4) rental car concession facility packages (i.e. counter and queue space as well as ready/return stalls) subject to this ITB shall be made to qualified Bidders submitting the highest total Minimum Annual Guarantees ("MAG") to the County for each facility package. In addition, all successful Bidders will have the right to enter into a separate Service Facility Agreement for a service facility and associated and parking and not included in this ITB. If a Bidder is proposing two brands for one counter, the MAG Bid amount must be the total of the two brands. The total MAG Bid, regardless of the number of brands being proposed, will be the determining factor in the award and assignment of counters and ready/return spaces. If a Bidder proposes two Brands in the Bid and is awarded a facility package, the Bidder will be bound to pay the MAG proposed through the Term of the Agreement regardless of whether the Bidder maintains one or two brands through the Term. Successful Bidders will **NOT** be allowed to add brands that are not included in the initial Bid throughout the Term of the Agreement. If a successful Bidder offers two brands and wants to substitute another brand other than one of the brands Bid and the other brand is under the ownership and control of the Bidder, the Bidder will be allowed to substitute a related company brand following written notice and written approval by the Airports Director. No related company brands may be added unless it is part of a substitution process.

J. Minimum Annual Guarantee (MAG) Bid

Bidders are required to Bid the Minimum Annual Guarantee for the initial full fiscal year of the Agreement commencing October 1, 2021 through September 30, 2022. If a Bidder is proposing for two brands, the MAG must be for the total of the two brands. The MAG for each succeeding fiscal year of the Agreement will be adjusted annually at eighty five percent (85%) of the previous fiscal year's Concession payments made to the County, or the previous year's MAG, whichever is greater. In no event shall the annual MAG, commencing October 1, 2021 and ending on September 30, 2022 (defined as the "First Year MAG"), during any fiscal year of the Agreement be less than the first fiscal year's MAG Bid proposed in the ITB. For the period from June 1, 2021 through September 30, 2021, no MAG will be in place and only the specified Percentage Concession Fee will be paid on Gross Revenues to the County.

K. Tie-Bid(s)

In the event two or more Bids are received with identical total MAGs, the Bid that offers two brands will be ranked higher than a single brand Bid. In the event that the tied Bids are both for single brands or dual brands that are currently operating at VPS, the award for the highest Bid will be made to the Bidder that had the highest annual payment through the last two years of the previous contract. If the tied Bids are from an incumbent and a new entrant Bidder, the incumbent will be the higher ranked Bidder. If the tied Bids are both from new entrants, the award will be made based on the company background and support system that best serves the needs of the County.

L. Assignment of Facilities

1. Counters and Ready/Return Positions

Upon approval of the Okaloosa County Board of County Commissioners, the County, upon seventy-two (72) hours' notice to the successful Bidders, will ask the highest ranked successful Bidders, in descending order of MAGs (highest to lowest), to choose their counter/office location in the Terminal Building and the ready/return areas as defined by the County. Notwithstanding the foregoing provision, in the event that any incumbent rental car operator is a successful Bidder under this ITB within one position of its current market share, it may retain its existing Counter and primary Ready/Return location, however, the number of ready/return stalls will be subject to adjustment based on the MAG submitted. The allocation of Ready/Return spaces will be based on the MAG amount for that Bidder as compared to all MAGs and divided by the total available Ready Return spaces. If a Bidder, submits a Bid for two brands, the total number of Ready/Return spaces to be used for both brands will be allocated based on the total MAG and the Bidder may allocate the number of stalls among the brands at the Bidder's discretion, with no one brand having less than twenty (20) spaces allocated. The location of the Ready/Return spaces for each successful Bidder not retaining its current position as identified above, will be determined by the Airports Director or designee, at the sole discretion of the Airports Director. The Ready/Return Parking Area Plans developed by the County are shown on Exhibit B to the Agreement.

2. Service Facilities

Any successful Bidder that is an incumbent will have the right to retain its one existing Service Facilities lease. Any new entrants will be assigned any vacated position(s) of an unsuccessful incumbent, which are covered under a separate agreement with Okaloosa County

3. Funding of Costs Associated with Allocation/Reallocation of Facilities

For all facility modification costs associated with the reallocation of Counters and Ready/Return spaces resulting from the award of the Bids, the County will fund reasonable relocation costs, as determined by the Airports Director, associated with changes made to the counters and ready/return stall allocation (ex. wiring, relocation of backwall signage, Ready/Return signage, etc.) with available CFCs. Costs associated with packing, computer hook-ups, movement of furniture and equipment, and records packing, and movement will be the responsibility of the respective successful Bidders. Any new successful Bidder will be responsible for all costs associated with setting up the assigned service bay.

M. Execution of the Agreement

The successful Bidders shall be required, within fifteen (15) calendar days after receipt of a notice of award, to execute and return the Agreement, as presented to it, as well as provide the required insurance certificates and the Agreement Security required by the Agreement. Should the successful Bidder fail to

execute and return the Agreement, required insurance certificates, and the Agreement Security within the time allowed, the County, at its sole discretion, may proceed to the next highest ranked Bidder, rescind the earlier award to said successful Bidder that does not execute the Agreement, and re-award the facilities to the next ranked successful Bidder or reallocate the Ready/Return positions to the other successful Bidders.

N. Final Award

The award shall not be final and effective, nor shall the County be legally bound, until the fully executed Agreements are delivered by the County to the successful Bidders.

O. Right to Modify Bid Documents

The County reserves the right to modify or amend any provision of these documents, including, without limitation, the provisions of the Sample Agreement at any time prior to the deadline for the submission of Bids. Modifications and amendments shall be made by written Addenda to this ITB document and published on the County website.

P. Right to Reject Any or All Bids

Whenever the County deems it to be in the County's best interest, the County reserves the absolute right to reject any or all Bids; to waive minor irregularities and informalities in a Bid, and award an Agreement notwithstanding such minor irregularity or informality at its sole discretion, except that the County will not waive the requirement that a Bid be received by the County prior to the deadline for submission of Bids.

Q. Rejection of Irregular Bids

Notwithstanding and in addition to the immediately foregoing paragraph, Bids which contain any alteration, addition, condition, limitation, or show irregularity of any kind may be rejected by County as nonresponsive or irregular. The County reserves the right to waive any irregularities, technicalities, or informalities in any Bid, and to reject any and all Bids. The County reserves the right to reject the Bid of any Bidder which is in arrears or in default upon any debt or contract with the County or which has failed to perform faithfully any previous contract with the County, pre-petition debt subject to bankruptcy proceedings, excepted.

R. Right to Cancel Award of the Agreement

The County reserves the absolute right to cancel the proposed award of the Agreement to any successful Bidder(s) at any time before an Agreement with such Bidder(s) has been fully executed by the County and delivered by the County to the Bidder(s). Any such cancellation by the County shall be without any liability to such successful Bidder except for the return of the Bid guarantee(s).

S. Preparation of Bid at Bidder's Expense

No Bidder shall be entitled to reimbursement or payment for any cost or expense incurred with respect to the development and submission of a Bid, the consideration of its Bid by County, or any of its representatives, or any other matters relative to the bidding process, the consideration of the Bid, or the award of the Agreement.

T. ACDBE Participation

1. County hereby notifies all potential Bidders that an Airport Concession Disadvantaged Business Enterprise (ACDBE) compliance plan must be included as part of any Bid. The plan shall outline how the Bidder intends to use commercially reasonable standards to achieve the maximum ACDBE participation in the fulfillment of the Agreement. The Bidders must outline in detail how they intend to achieve that goal in their Bids. ACDBE plans will be used in the evaluation process and the ranking of the Bids submitted.
2. The County encourages bids from rental car companies that are certified as ACDBEs in the State of Florida. All ACDBE Bidders must complete an ACDBE certification application. ACDBE certifications for the County are performed by the State of Florida's Department of Transportation. ACDBE Bidders must be certified in the State of Florida prior to the Bid due date and a copy of the ACDBE certification letter must accompany the Bid. A copy of the ACDBE certification must also be submitted with any ACDBE Bid. Any ITB related question must be submitted to the Purchasing Manager during the question and clarification period or the contacting party's Bid may be subject to rejection.
3. An overall aspirational ACDBE goal of one percent (1%) of the total projected Gross Receipts for each Agreement Year (as defined in the Agreement) has been established for the total Gross Receipts from all Agreements to be awarded under this ITB. Each Bidder is required to propose its own goal and specify on the ACDBE Goal Form, included in Attachment D, how it proposes to achieve its goal. If the goal is less than the aspirational goal of one percent (1%), the Bidder must document the reasons why when using good faith efforts, the aspirational goal cannot be achieved.
4. Additional information and guidance regarding the County's ACDBE program can be obtained during the clarification and question phase of the ITB process.

U. Completion of County Forms

The following sets forth the background requirements and needs for completion and submission of County forms dealing with Conflict of Interest, Drug-Free Workplace Certification, and the County's required Indemnification and Hold Harmless agreement as set forth in Part IV, as Attachments to the ITB:

1. **Conflict of Interest:**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals or bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches. Furthermore, the official, prior to or at the time of submission of the bid, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business. The form required to be filed to comply with this requirement, Conflict of Interest Disclosure Form, is found as Attachment E in Part IV, Attachments to ITB.

2. **Drug-Free Workplace Certification**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, including leases, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Completion of the Drug-Free Workplace Certification Form, found as Attachment F to Part IV, Attachments to ITB, is required.

3. **Indemnification and Hold Harmless Agreement**

It is a requirement of Okaloosa County, Florida, that all persons contracting or offering a Bid to the Board of Commissioners of Okaloosa County execute a standard indemnification and hold harmless agreement. The Indemnification and Hold Harmless Form included as Attachment H in Part IV, Attachments to ITB, must be executed by each Bidder to comply with this requirement.

V. Anti-Lobbying Provision

During the period between the ITB public release date and the concession award date by the Board of County Commissioners, Bidders, including their agents and representatives, are strictly prohibited from discussing or promoting, verbally or in writing, their Bid with any member of the Board of County Commissioners, Airport Board, Airport senior staff, Airport designated consultants, or any representative of the County directly or indirectly through others, seek to influence the Board of County Commissioners or County staff or County's contractors regarding any matters pertaining to this ITB, except as herein provided. If a representative of any Bidder violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Bidder being disqualified from the procurement process. Violation of this provision may result in the rejection of the Bidder's Bid, except in the course of County initiated inquiries, briefings, interviews, or presentations.

W. Collusion

One or all Bids will be rejected if there is reason to believe that collusion exists among Bidders and no participant in such collusion will be considered in future bids or proposal for operation of a concession at the Airport.

X. Bid Evaluation

The County, will evaluate each Bidder's business and financial qualifications, as well as previous airport experience, customer service, level of service provided during peak periods and timely remittance of due receipts, records and reports. The County will then rank each qualifying Bid in order of the total Bid MAG. Up to four (4) qualifying Bidders will be recommended to the Board of County Commissioners for selection and approval based upon the qualifications included in the Bids and the MAG.

The County will select Bids that in the County's sole judgment are deemed most advantageous for the public and the County and its determination shall be final. The County reserves the right to reject any or all Bids and to negotiate for the modification of any Bid with its selected Bidders in accordance with noted exceptions identified in the response submitted.

At the time of Bid evaluation, any incumbent Bidder, its parent company, its affiliates, its licensees, its subsidiaries, or other related entities and its successors and assigns must have paid in full all concession fees and rents due to the County, with the exception of any pre-petition bankruptcy payments subject to

disposition by the bankruptcy proceedings. Failure to have done so may result in rejection of the Bidder's Bid as non-responsive.

Y. Draft Agreement Exceptions

If any Bidder has any material exceptions (i.e., impact the business, financial or legal agreement) to the Part V attached Non-Exclusive Rental Car Concession Agreement and Lease, then those exceptions must be clearly identified with alternative suggestions clearly noted and submitted as part of the Bid submission. The County reserves the right to accept or reject any exception submitted and to amend the final execution Agreement based on its review of all exceptions. The resulting contract will be applicable to all successful bidders. There will be no material changes made for each Bidder's Agreement. Any subsequent suggested changes to the Agreement not included in the Bid submission by a successful Bidder will be rejected by County and, in the event Bidder will not execute the final Agreement presented by the County, County may keep the Bid Security of Bidder and select the next highest Bidder.

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

ITB NO. AP 14-21

**PART II - AIRPORT PASSENGER AND
EXISTING RENTAL CAR OPERATOR INFORMATION**

The following background information related to the Destin-Ft Walton Beach Airport (“VPS” or “Airport”), its scheduled airlines, airport deplanements, and existing rental car data is provided to assist Bidders in understanding this concession opportunity and developing their Bid to the County.

A. Information Regarding the Airport

1. Overview

VPS is located on Eglin Air Force Base and shares the runway system with the Air Force. The Airport is owned and managed by Okaloosa County, Florida. VPS currently is served by Allegiant Air, American Airlines, Delta Air Lines, and United Airlines. All airlines have experienced growth in the past few years to the point where annual enplanements reached approximately 1,000,000 in 2019, prior to the pandemic, with continued growth expected to resume. Like the rest of the aviation industry, the Coronavirus has impacted passenger traffic at VPS; however, VPS is in the midst of a recovery and is one of the fastest recovering airports in the United States. Since VPS has a heavy leisure component and the leisure traffic is responding quicker than the business travel, this recovery is expected to continue.

Allegiant Air has designated VPS as one of its primary destination markets so, unlike most airports served by Allegiant, passengers are coming to VPS and are not returning “home”, resulting in a need for a robust rental car inventory to serve the inbound tourism. In addition, VPS is a base for many panhandle business travelers of all airlines so there is a strong need to have a broad cross section of available rental cars to meet the variety of travelers’ needs.

Beginning in the summer 2017, Allegiant began a significant expansion of service at VPS with the addition of service from numerous originations to VPS. The peak in 2019 was 31 cities served. Plans were proceeding for the development of a new concourse that would be used by Allegiant to support additional planned future growth beyond the 31 cities. While the pandemic has slowed the initial timeline, the parties anticipate moving forward with the concourse development soon.

In addition to Allegiant, all other legacy airlines serving VPS had also experienced growth prior to the pandemic and the routes were performing well. It is anticipated that legacy airline service will also rebound once the impact of the pandemic stabilizes because of the diverse base of business in the Destin-Ft. Walton Beach region.

In response to the rapid air service competition at VPS, Delta has increased its frequencies to its ATL hub up to 12 operations per day in the peak season and up gauged its fleet to all mainline. American Airlines has also added additional destinations and frequencies to all of their cities served and up gauged all of its fleet to mainline aircraft. Seat capacity has risen over 20% in 2019.

Outlined below is a summary of the key infrastructure elements for VPS. The information is presented to allow potential Respondents to understand the investment that has been made and is projected to be made to support growth at VPS. The Airport was on an unprecedented growth trajectory prior to the pandemic. The fundamental reasons for the growth were the strong business base in the catchment area as well as the tremendous tourism potential that has been realized by the expansion of Allegiant. Those baseline conditions have not changed, and the market is expected to return to the previous successes once the impacts of the virus nationally are overcome.

2. Terminal Building

The County completed construction of a new Terminal in 2004 which is currently comprised of approximately 120,000 square feet to accommodate scheduled passenger traffic. Prior to the pandemic, the existing terminal was reaching capacity at peak times. The Terminal consists of landside facilities to accommodate airline ticketing functions, baggage claim, and concession space, as well as public circulation and public facilities to service the needs of the traveling public. The airside facilities include a single two-level concourse situated perpendicular to the landside facilities. The concourse includes five jet gate positions with loading bridges from the upper level of the concourse and two ground access positions on the lower level with loading bridges for regional and narrow body aircraft as well as the ability to serve ground loaded parking positions. The airside facilities also include concession space on both levels.

The County has begun a Terminal expansion program to increase the ticketing lobby and accompanying baggage make-up system and provide additional passenger processing space to support a future C Concourse. The ticketing lobby and baggage make-up expansion project will include a 29,000 SF addition with 40,000 SF of total space consisting of an addition plus remodeling/reconfiguration. The project commenced in late fall 2020.

The Terminal provides for security space to comply with all security regulations, providing space for explosive detection equipment, security screening, and TSA office space. The checkpoint includes four passenger processing lanes, the fourth of which was recently completed.

In 2019, the County enhanced the food, beverage, and retail programs in the terminal with the introduction of a new operator that reconstructed and enhanced the majority of the food, beverage, and retail concessions. This was needed to sufficiently serve the increased passenger demand that had developed through the recent air service expansion. A second concessionaire that operates a sit-down restaurant and kiosk has also provided upgrades to support the increased demand.

To further increase capacity, the County is in the process of designing baggage claim and Concourse B4 holdroom expansion projects. While the planning process is still in the infancy stages, the expansion represents further needed capacity to accommodate planned growth. The tentative plans are to complete design in the next 6-9 months and commence early 2022. The project will be completed during the Term of this Agreement. There are expected to be impacts to tenant locations during construction.

3. Public Parking Lot Expansion

Currently, there are approximately 1,673 revenue parking stalls available for public parking. The County has also started construction on a Lot B expansion project which will add 500 additional stalls in addition to 200 stalls added with the completion of the west apron project. Upon completion of the projects, the total public parking spaces available will be approximately 2,373.

4. Concourse C (Future)

In 2019, to accommodate significant planned growth, the County and Allegiant Air entered into an Agreement to develop a new Concourse C to be used by Allegiant to provide growth capacity in addition to the existing gates that Allegiant utilizes. The new concourse will be a three-gate expansion with the potential to expand to five in the future. The west aircraft parking apron comprised of five additional aircraft parking positions to support the new Concourse C has recently been completed. The project was scheduled to start in the spring of 2020 but was temporarily delayed due to the impacts of COVID 19. The parties are in discussion on when to re-activate the project and anticipate a decision and revised timeline soon.

5. Runways

- a. The Airport's civil aviation operations share the military runways at Eglin Air Force Base and uses air traffic control facilities to coordinate aircraft operations.
- b. Eglin has two runways that are available to the County, Runway 01/19 and Runway 12/30. Runway 01/19 is a paved surface 10,000 feet long and 300 feet wide, stressed to handle up to L-1011-500 and B-767-400 aircraft. Runway 12/30 is also paved, and is 12,000 feet long and 300 feet wide. It has the same pavement strength as Runway 01/19. Both runways are in good condition and are maintained by the Air Force. The access taxiway to Runway 12/30 is centrally located on the south side of the aircraft parking apron and measures approximately 1,600 feet long and 50 feet wide. It is stressed to handle up to B-767 aircraft. The civil aircraft taxiway for Runway 12/30 is connected to the northern parallel taxiway.

B. Information Regarding Current Airline and Rental Car Operations

VPS service has dramatically changed in the past three years with the designation of Destin- Ft. Walton Beach as a focus destination by Allegiant and their commitment to the market. For that reason, only activity history for FY2018-19 and FY2019-20 will be summarized in this ITB in that it reflects the most accurate representation of what level of service can be expected at VPS. The previous years' levels of service do not represent the successful growth that has taken place, thus; do not represent a fair characterization of what projected activity levels may be expected during the Term of this Agreement.

1. The Airport's Air Trade Area

The following is a brief description and depiction of the Airport's primary air service area. This information is provided to describe the Airport's primary passenger catchment area and to show the relative proximity of other commercial service airports within a reasonable driving distance of the Destin-Ft Walton Beach Airport.

The Airport's Air Trade Area consists primarily of five counties in northwestern Florida: Escambia, Okaloosa, Santa Rosa, Walton and Bay (see Exhibit I-1). The Air Trade Area is located in the "panhandle" region of Florida along the shores of the Gulf of Mexico. The Cities of Fort Walton Beach and Destin represent the primary tourist areas within the Air Trade Area and begin approximately 6 miles from the Airport. The Airport is located 151 miles west of Tallahassee and 50 miles east of Pensacola.

Passengers originating from adjacent Holmes and Washington counties in Florida, as well as Southern Alabama, may, at times, constitute a secondary service area. In this ITB document, passenger enplanements are assumed to be largely generated from the Airport's primary Air Trade Area.

2. Airlines

Currently, the Airport is served by the following regularly scheduled commercial airlines:

- Allegiant Air
- American Airlines
- Delta Air Lines
- United Airlines

Outlined below is a summary of the markets served prior to COVID19 and projected to be served in 2020-2021.

Destinations Served	Pre-COVID19			2020-2021			
	Allegiant	American	Delta	United	Allegiant	American	Delta
Cincinnati	Dallas- Ft Worth	Atlanta	Chicago O'Hare	Cincinnati	Dallas- Ft Worth	Atlanta	Chicago O'Hare
Bellefonte	Chicago O'Hare		Denver	Bellefonte	Chicago O'Hare		Denver
Austin	Charlotte		Houston- Bush	Austin	Charlotte		Houston- Bush
Bentonville	Washington Reagan			Bentonville	Washington Reagan		
Cleveland				Cleveland			
Columbus				Columbus			
Concord				Concord			
Des Moines				Des Moines			
Evansville				Evansville			
Huntington				Huntington			
Indianapolis				Indianapolis			
Kansas City				Kansas City			
Knoxville				Knoxville			
Lexington				Lexington			
Little Rock				Little Rock			
Louisville				Louisville			
Memphis				Memphis			
Newark				Newark			
Oklahoma City				Oklahoma City			
Omaha				Omaha			
Peoria				Peoria			
Pittsburgh				Pittsburgh			
Rockford				Rockford			
Shreveport				Shreveport			
Springfield/Branson				Springfield/Branson			
Tulsa				Tulsa			
Baltimore				Baltimore			
Wichita				Wichita			
Nashville				Nashville			
				Chicago (MDW)			
				Houston (HOU)			
				Boston			
				Dayton			
				Newburgh (TBD)			
				Bloomington (BMI)			

Source: Airport Management

The projected cities are based on information presented by the airlines and loaded in the reservation system, which is subject to change. The airlines and destinations presented do not represent a guarantee of service during the term of this Agreement and should be used as best available supporting information in the review of the ITB by potential submitting entities.

The table below outlines the historical deplanement activity for FY2016-17 through FY2019-20.

Deplanement History By Month (Fiscal Year)													
Airline	October	November	December	January	February	March	April	May	June	July	August	September	Total
Allegiant													
FY2019-20	18,865	11,469	10,243	4,204	4,227	6,345	-	12,983	37,507	38,482	25,594	16,231	186,150
FY2018-19	15,734	12,389	7,304	3,356	3,754	9,161	10,542	30,999	55,065	61,992	35,904	18,246	264,446
FY2017-18	10,216	2,180	2,357	2,254	2,984	4,585	5,430	17,444	37,198	41,022	30,188	17,279	173,137
FY2016-17	6,808	2,868	3,085	1,228	2,224	4,415	5,068	13,419	24,044	26,764	21,482	10,284	121,689
American													
FY2019-20	20,737	19,067	18,040	16,749	18,219	12,068	1,237	6,386	9,576	18,078	18,067	18,602	176,826
FY2018-19	16,630	16,688	17,404	16,615	17,884	23,069	22,140	26,797	28,712	28,737	26,483	20,949	262,108
FY2017-18	18,222	15,965	15,431	14,140	16,188	20,279	18,502	22,474	22,453	21,310	21,124	17,372	223,460
FY2016-17	13,681	11,215	10,679	10,963	12,040	14,517	15,486	16,983	18,241	19,093	18,810	17,538	179,246
Delta													
FY2019-20	23,902	20,302	19,248	16,179	16,561	10,973	912	2,391	3,582	6,696	10,076	11,899	142,721
FY2018-19	23,003	22,014	19,487	15,682	15,590	23,072	25,709	23,785	22,002	22,152	22,200	21,264	255,960
FY2017-18	22,070	19,644	15,550	14,232	16,952	23,003	21,232	23,437	21,795	21,343	21,959	20,892	242,109
FY2016-17	21,524	18,699	16,965	13,340	15,062	21,147	20,319	23,509	21,889	20,685	21,254	19,077	233,470
United													
FY2019-20	2,792	2,160	2,447	2,153	2,292	1,565	184	282	765	1,435	2,365	869	19,309
FY2018-19	3,598	2,519	2,469	2,261	2,211	3,706	3,473	3,932	5,018	5,095	4,529	4,676	43,487
FY2017-18	2,807	2,814	2,450	2,200	2,976	3,792	4,425	4,298	4,987	5,358	3,219	3,565	42,891
FY2016-17	2,815	2,513	2,354	2,491	2,474	2,803	2,895	4,026	4,514	4,795	2,799	2,248	36,727
Total													
FY2019-20	66,296	52,998	49,978	39,285	41,299	30,951	2,333	22,042	51,430	64,691	56,102	47,601	525,006
FY2018-19	58,965	53,610	46,664	37,914	39,439	59,008	61,864	85,513	110,797	117,976	89,116	65,135	826,001
FY2017-18	53,315	40,603	35,788	32,826	39,100	51,659	49,589	67,653	86,433	89,033	76,490	59,108	681,597
FY2016-17	44,828	35,295	33,083	28,022	31,800	42,882	43,768	57,937	68,688	71,337	64,345	49,147	571,132

Source: Airport Published Activity

The County currently has seven (7) brands being offered at the Airport. Those seven include Alamo Rent a Car, (“Alamo”), Avis Car Rental (“Avis”), Budget Rent a Car System, Inc. (“Budget”), Dollar Rent A Car Inc. (“Dollar”), Enterprise Rent-A-Car (“Enterprise”), the Hertz Corporation (“Hertz”), and National Car Rental (“National”). In addition, Destin Jeep operates an authorized off-airport concession under an Agreement with the County.

a. Information on Historical Rental Car Revenues: FY 2018-19

The following are historical gross receipts by month for the Airport’s current seven (7) rental car brands. For Fiscal Year 2018-19, the total annual Gross Receipts were \$40,000,936. The individual summaries include the following:

FY2018-19 GROSS RECEIPTS								
Month	Alamo	Avis	Budget	Dollar	Enterprise	Hertz	National	Total
October	\$ 363,707	\$ 361,265	\$ 541,178	\$ 162,157	\$ 461,051	\$ 441,600	\$ 232,551	\$ 2,563,509
November	\$ 332,699	\$ 424,310	\$ 461,891	\$ 204,746	\$ 499,766	\$ 502,726	\$ 318,301	\$ 2,744,439
December	\$ 204,974	\$ 257,483	\$ 301,952	\$ 147,048	\$ 335,452	\$ 324,860	\$ 172,441	\$ 1,744,211
January	\$ 201,442	\$ 236,261	\$ 312,787	\$ 97,923	\$ 304,873	\$ 258,136	\$ 167,470	\$ 1,578,893
February	\$ 191,520	\$ 305,222	\$ 358,115	\$ 123,941	\$ 324,890	\$ 375,744	\$ 191,363	\$ 1,870,795
March	\$ 394,570	\$ 379,816	\$ 496,896	\$ 207,627	\$ 628,574	\$ 532,308	\$ 241,432	\$ 2,881,222
April	\$ 492,994	\$ 535,069	\$ 658,257	\$ 199,461	\$ 722,401	\$ 622,427	\$ 289,857	\$ 3,520,467
May	\$ 645,352	\$ 605,974	\$ 690,973	\$ 244,072	\$ 836,738	\$ 758,006	\$ 301,214	\$ 4,082,329
June	\$ 994,336	\$ 928,942	\$ 880,781	\$ 352,029	\$ 848,013	\$ 1,039,190	\$ 327,007	\$ 5,370,297
July	\$ 893,209	\$ 937,085	\$ 1,043,194	\$ 359,758	\$ 1,086,408	\$ 997,748	\$ 357,740	\$ 5,675,142
August	\$ 691,913	\$ 712,960	\$ 851,386	\$ 426,423	\$ 1,032,955	\$ 886,130	\$ 337,137	\$ 4,938,903
September	\$ 543,143	\$ 376,492	\$ 538,123	\$ 248,737	\$ 519,777	\$ 575,855	\$ 228,602	\$ 3,030,730
Total	\$ 5,949,860	\$ 6,060,878	\$ 7,135,534	\$ 2,773,923	\$ 7,600,896	\$ 7,314,730	\$ 3,165,116	\$ 40,000,936

Source: Airport Records

b. Information on Historical Rental Car Revenues: FY 2019-20

The following detail represents the FY2019-20 Gross Receipts by Company. The FY2019-20 total Gross Receipts total is \$26,461,050.

FY2019-20 GROSS RECEIPTS								
Month	Alamo	Avis	Budget	Dollar	Enterprise	Hertz	National	Total
October	\$ 535,981	\$ 440,230	\$ 540,036	\$ 209,025	\$ 516,283	\$ 483,889	\$ 252,667	\$ 2,978,111
November	\$ 325,569	\$ 351,641	\$ 449,248	\$ 213,316	\$ 392,788	\$ 400,249	\$ 226,327	\$ 2,359,138
December	\$ 274,759	\$ 326,758	\$ 323,813	\$ 153,386	\$ 340,052	\$ 369,289	\$ 186,977	\$ 1,975,033
January	\$ 241,229	\$ 264,074	\$ 253,268	\$ 150,490	\$ 315,303	\$ 307,332	\$ 160,835	\$ 1,692,532
February	\$ 222,718	\$ 323,665	\$ 406,782	\$ 184,963	\$ 409,477	\$ 401,798	\$ 200,075	\$ 2,149,479
March	\$ 269,582	\$ 314,365	\$ 439,751	\$ 160,006	\$ 415,819	\$ 331,094	\$ 160,408	\$ 2,091,027
April	\$ 14,922	\$ 80,882	\$ 55,543	\$ 20,676	\$ 41,191	\$ 41,400	\$ 24,407	\$ 279,021
May	\$ 152,001	\$ 170,609	\$ 138,263	\$ 34,770	\$ 149,367	\$ 129,160	\$ 49,914	\$ 824,085
June	\$ 608,873	\$ 306,223	\$ 321,393	\$ 149,660	\$ 533,317	\$ 392,764	\$ 146,613	\$ 2,458,842
July	\$ 776,899	\$ 494,328	\$ 600,696	\$ 172,114	\$ 712,096	\$ 486,619	\$ 232,083	\$ 3,474,834
August	\$ 771,370	\$ 509,140	\$ 636,817	\$ 191,500	\$ 748,361	\$ 438,614	\$ 204,526	\$ 3,500,328
September	\$ 507,549	\$ 466,714	\$ 497,389	\$ 166,260	\$ 544,067	\$ 319,299	\$ 177,343	\$ 2,678,621
Total	\$4,701,452	\$4,048,630	\$4,662,999	\$1,806,164	\$5,118,122	\$4,101,509	\$ 2,022,176	\$ 26,461,050

Source: Airport Records

Since late March 2020, there has been an impact on the aviation industry resulting from the demand decrease and reduced flights related to the COVID19 virus that has had an effect on the rental car industry. Initially it was projected that the airline industry would recover within two to three years to its 2019 levels. Since the second wave has hit more recently, some of those predictions have shifted to more of a three to five-year window.

To date, VPS has exceeded the industry norms with regard to recovery. One thing that has clearly emerged following the virus-related cutbacks is that leisure travel has recovered faster than business travel. Many of these same experts are suggesting that leisure-based travel could fully recover in less than two years. The recent announcements that a vaccine should be available to the public within months strengthens these projections of recovery. A significant amount of the growth experienced at VPS in the last two fiscal years has been leisure travel, primarily from Allegiant Air. Of the ULCC carriers, Allegiant has implemented the most aggressive recovery plan to date, as can be seen by the destination list included in this Section and comparing year over year flying levels by Allegiant.

Outlined below in the tables is a comparison of the MAG by company and the payments made calculated on Gross Receipts for the last two fiscal years.

Brand	Annual MAG FY2018-19	Actual Payments FY2018-19
The Hertz Corporation	\$ 560,461	\$ 831,168
Dollar Rent A Car	\$ 217,635	\$ 317,783
National	\$ 245,218	\$ 365,075
Alamo	\$ 423,429	\$ 689,254
Avis	\$ 441,726	\$ 682,864
Budget	\$ 538,638	\$ 801,784
Enterprise	\$ 569,922	\$ 857,289
Total	\$ 2,997,028	\$ 4,545,216

Brand	Annual MAG FY2019-20	Actual Payments FY2019-20
The Hertz Corporation	\$602,723	\$451,057
Dollar Rent A Car	\$229,708	\$198,678
National	\$263,265	\$224,505
Alamo	\$471,433	\$516,860
Avis	\$491,427	\$445,349
Budget	\$601,047	\$512,930
Enterprise	\$656,008	\$564,284
Total	\$3,315,612	\$2,913,662

One measure to look at the impact on the rental car industry pre and post virus is comparing the gross receipts per deplanement. The Tables below summarize the two years.

FY2018-19 Fiscal Year			
Company	Gross Receipts	Deplanements	Gross Receipt per Deplanement
The Hertz Corporation	\$ 7,314,730	826,001	\$ 8.86
Dollar Rent A Car	\$ 2,773,923	826,001	\$ 3.36
National	\$ 3,165,116	826,001	\$ 3.83
Alamo	\$ 5,949,860	826,001	\$ 7.20
Avis	\$ 6,060,878	826,001	\$ 7.34
Budget	\$ 7,135,534	826,001	\$ 8.64
Enterprise	\$ 7,600,896	826,001	\$ 9.20
Total	\$ 40,000,936	826,001	\$ 48.43
Average per Deplanement			\$ 6.92

FY2019-20 Fiscal Year			
Company	Gross Receipts	Deplanements	Gross Receipt per Deplanement
The Hertz Corporation	\$ 4,101,509	525,006	\$ 7.81
Dollar Rent A Car	\$ 1,806,164	525,006	\$ 3.44
National	\$ 2,022,176	525,006	\$ 3.85
Alamo	\$ 4,701,452	525,006	\$ 8.96
Avis	\$ 4,048,630	525,006	\$ 7.71
Budget	\$ 4,662,999	525,006	\$ 8.88
Enterprise	\$ 5,118,122	525,006	\$ 9.75
Total	\$ 26,461,051	525,006	\$ 50.40
Average per Deplanement			\$ 7.20

The Gross Receipts per deplanement have actually increased year over year even though Gross Revenues are tracking lower year over year.

The financial and statistical information and tables provided in this section are from data reported to the County and is for informational purposes only. The County does not warrant the accuracy of said information nor does it represent in any way that passenger deplanement levels or Gross Receipts achieved in the past will be achieved in future years. Each Bidder shall assume the responsibility of assessing, on its own behalf, potential Airport passengers and Gross Receipts from the management and operation of rental car concessions.

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

ITB NO. AP 14-21

I. DESCRIPTION OF RENTAL CAR CONCESSION

The following is a summary description of the rental car concession subject to this ITB

A. Concession Defined

The concessions to be awarded will grant the four (4) successful Bidders the right, privilege, and obligation to provide and rent late model (not greater than two model years old) passenger-type vehicles to passengers and customers of the Airport.

B. Bids and “Co-Branding” Concessions

Each Bidder may submit one MAG that may include up to two (2) brands for each counter position. If a Bidder desires to submit for more than one counter position, it must submit a separate Bid for each counter position that may or may not include up to two (2) brands. The total MAG, regardless of whether it is for one brand or two, being proposed will be the factor considered in the evaluation process. “Co-branding” is defined as the practice of two rental car brands consolidating under a successful Bidder and operating out of one counter position. A Bidder must, at the time of submitting more than one Bid for more than one brand, choose whether it would co-brand its rental car concession operation or keep each concession separate and provide a separate Bid for each brand. Co-branding **must** be indicated on the Bidder’s Bid Form. A co-branded bid would only occupy one counter/office facility, one ready/return area, and one service area location (under a separate contract); however, its signage must be distinct and separate to represent each brand independently. If co-branded, each brand must have a minimum of twenty (20) ready return spaces allocated to each brand. Each brand may only be represented by one successful Bidder and operate only from the successful Bidder’s area while maintaining the identity of each brand. If co-branded, the rental car concession must operate in that co-branded format for the duration of the Agreement. Co-branded operators will be subject to rental premiums for counter and office facilities as identified below.

C. Concession Agreement and Lease

The management and operation of the rental car concession will be governed by the sample Agreement included in Part V of this ITB as may be amended due to acceptance of the County of any proposed modifications through the ITB process. In the event of a conflict between the provisions of the Agreement and any other provision of the ITB documents, the provisions of the Agreement shall control. A copy of each successful Proposers proposal will be attached to the final Agreement as an Exhibit.

D. Concessions to be Awarded

The County will award four (4) rental car concessions facilities under this ITB provided four (4) or more qualified responses are received. Following the award of the Concession and the execution of the Agreements, the County **will not** allow new on-airport concessionaires to enter into an on-airport concession Agreement with the County through the Term of the Agreement. Successful Concessionaires will also be restricted from offering additional brands other than those identified specifically in the ITB Bid at the Airport through the Term of the Agreement, provided however, Concessionaires may substitute brands during the Term if the brands are under the ownership or control of Concessionaire and one of the brands included in the ITB Bid is eliminated. If four qualified bids are not received, the County reserves the right to not award car rental concession facilities at its discretion.

E. Term of Concession Agreement

1. Base Term – The Base Term of the Agreement will be for a term of five (5) years and four (4) months commencing on June 1, 2021 and expiring September 30, 2026, subject to the early termination provisions as provided for in the Agreement.

2. Option Term – Upon mutual Agreement of the parties, the Agreement may be extended an additional five (5) years provided all successful Bidders who hold contracts with the County request in writing that the Agreement be extended an additional five (5) year period. The written request must be received within thirty (30) calendar days of September 30, 2025. The County has the option of accepting or rejecting the request, at its sole discretion. The County shall provide a written response within thirty (30) calendar days of receipt of the written request to exercise the Option Term. If a written request to extend is not received by the County within the timeframe outlined, the offer will be considered rescinded, and the Agreement will expire on the termination date as detailed in Article E (1) above. If the County rejects the written request to exercise the Option Term, the contract will expire as identified in Article E (1).

F. Concession Fee and Minimum Annual Guarantee (MAG)

The Concession Fee shall be eleven percent (11%) of all Gross Receipts calculated on a monthly basis as defined in the Agreement. The initial Minimum Annual Guarantee shall be the total amount Bid, regardless of whether it is one brand or two, by the Respondent for each counter position and ready/return allocation package effective for the period from October 1, 2021 through September 31, 2022. For the period from June 1, 2021 through September 30, 2021, the MAG shall not apply and only the Concession Fee against Gross Receipts shall be due the County. Proposers shall bid the first year MAG for the period from October 1, 2021 through September 30, 2022. For each subsequent year of the Base Term, and Option Term, if exercised, the annual MAG shall be established at the greater of eighty five percent (85%) of the previous years' concession related payments (excluding rent), or the first year MAG. In no event, shall the MAG in the subsequent remaining Agreement Years of the Base Term and Option Term of the Agreement, if exercised, be set at an amount less than the first year MAG included in the ITB Bid.

G. Agreement Security

The successful Bidder shall be required to provide the County with an irrevocable standby letter of credit or a performance bond to secure its performance under the Agreement. For the period from June 1, 2021 through September 30, 2021, the Agreement Security shall be one third (1/3rd) of the MAG Bid for the first full fiscal year of the Agreement (October 1, 2021 through September 30, 2022). For

the period from October 1, 2021 through September 30, 2022, the Agreement Security shall be in an amount equal to twelve (12) months of the MAG Bid by the Respondent. For each subsequent fiscal year of the Base Term and Option Term, if exercised, of the Agreement, the Agreement Security shall be equal to the MAG set for that fiscal year. Rentals, Security Charge, CFCs and other payments are to be remitted by the Operator to the County under the terms of the Agreement. Bidders should carefully read the Agreement contained in Part V for the specifics of this requirement.

H. Description of Facilities

The following space and facilities will be provided to the successful Bidders to manage and operate their rental car concession under the award made pursuant to this ITB.

1. Terminal Counter/Office/Counter Queue Space

The County has four (4) counter/office/counter queue space facilities available adjacent to the baggage claim area in the Airport Terminal Building to award to the highest ranked Bidders. Each facility is comprised of a back office, counter, and counter queue area. Each facility is approximately 750 square feet. Exhibit A of the Agreement in Part V depicts this space.

2. Ready/Return Areas

The Ready /Return Area contains 439 spaces allocated on the basis of each successful Bidders proportionate share of the MAG to the total MAGs awarded at the commencement of the Agreement and subject to adjustment every two (2) years commencing October 1, 2023 based on the previous twenty four (24) months of revenues to the Airport by each Bidder. A reallocation will be considered on these anniversary dates only if the market share for any particular Bidder varies by ten percent (10%) during the previous twenty-four (24) month period. The Ready/Return Area is the only space from which rental car operators may stage vehicles for rental or where customers may drop off vehicles after rental. Any reallocations will be accompanied by the commensurate adjustment in ready/return rental payments due.

3. Service Maintenance Facility and Service Parking Area (Covered under a Separate Agreement)

The service area consists of a consolidated office/maintenance area with up to four (4) spaces to be assigned that is provided to the successful Bidders under a separate Lease Agreement with Okaloosa County. Under that Agreement, each successful Bidder will be allocated one (1) Maintenance Facility and Service Parking Area. In addition, there is a fuel island with four (4) pumping stations, and an automated car wash facility with four (4) bays. The rental rate for the Service Facility is determined by the terms and conditions of that Agreement and are not included in this ITB. Each operator is responsible for establishing and paying directly for phone, electric, and gas service with local providers for its assigned service area. Water is separately metered for each service area by the Airport and charged monthly based on individual readings. The Service Area premises may only be used for vehicles requiring quick turnaround or maintenance services and may not be used for customer service rental staging or customer service return of vehicles, for vehicles of any Bidder that are not assigned to the Airport fleet, or employee parking. Under no circumstances shall vehicle transport vehicles be staged or parked anywhere at the Airport overnight or for extended periods. The leases of the Service Facilities are covered under separate agreements with Okaloosa County.

4. Overflow Parking

The County may make available overflow parking in excess of the ready/return and Service Parking Areas when demand dictates. The overflow parking area is determined at the sole discretion of the County and the rental rate shall be fifty percent (50%) of the applicable ready/return stall rate.

I. Hours of Operation

Rental car counters shall be staffed from one hour prior to the first departure until thirty minutes after the last arrival. Counter staffing hours must be extended if there are delays in late arriving flights. In lieu of staffing the counters one hour prior to the first departure, this requirement may be waived if the Bidder has an after-hours drop box readily available and clearly visible at the counter for customers to drop keys upon arrival. Additionally, during peak periods-seven days a week (peak periods will be defined by the Airports Director), it is required that each agency counter is staffed by a minimum of two agents to efficiently and quickly provide service to arriving passengers.

J. Rentals and Other Charges

In addition to the Concession Fee, successful Bidders will be required to pay the Rental, Security Charges, and other fees and charges for facilities and services provided by the County in Paragraph H, Description of Facilities. Bidders are directed to Article 7 of the Agreement in Part V for specific details regarding Rentals, Security Charges and other fees.

K. Badging

The County requires that all personnel working on the Airport hold valid identification badges. Each successful bidder will be responsible for obtaining Airport badges for each employee or contractor assigned to the Airport. The badging request form is attached as Exhibit H, as may be amended from time to time at the sole discretion of the County.

L. Responsibility of Bidder to Inspect the Airport Facilities

Each Bidder shall carefully examine the attached sample Agreement, the premises of the Destin-Ft Walton Beach Airport, and the Leased Premises under the Agreement and shall judge for itself all the circumstances and conditions which might affect its Bid and operations thereunder. Failure on the part of the Bidder to examine, inspect and be completely knowledgeable of the Airport, the Leased Premises, and the terms and conditions of the Agreement shall not relieve the Bidder from full compliance with its Bid. All requirements in the Agreement shall apply to the Bidder.

M. Description of Service Facilities (Separate Contract)

1. Service Maintenance Facility - In 2009, the County financed and constructed a rental car consolidated wash, service, fueling, and automobile storage facilities ("Service Facilities") and an eastside vehicular access to serve the Service Facilities. The project also included a reworking and modification of the existing ready/return area on the east side of the Terminal into a new, 439-space consolidated ready/return area.

2. Service Parking Area - This includes a 560-space Service Area storage adjacent to the Service Maintenance Facility with a bay allocated to each Service Maintenance bay.

The subject facilities are leased, and the rental car operators' rentals, fees and charges prescribed under a separate, service facilities lease ("Service Facilities Lease") executed by and between the successful Bidders and the County and the rental rates are not included in this ITB.

II. CUSTOMER FACILITY CHARGE

The County currently imposes, and will, to the extent legally able to do so, continue to impose, a customer facility charge ("CFC") at the Airport. The CFC charge is currently \$3.75 per each transaction rental day on all rental car customers renting vehicles from any rental car operator located at the Airport. The CFC rate is subject to adjustment, following written notice, at the discretion of the Board of County Commissioners. The CFC charge and the accounting, auditing and reporting requirements related thereto are currently embodied in County Ordinance No10-16, enacted November 16, 2010. This ordinance and the CFC charge of \$3.75 per each transaction rental day are subject to amendment and change by the County, at any time, by County Ordinance. In the event of a change in the CFC amount or terms, the amended CFC Ordinance will be considered an Amendment to this Agreement and the Amendment will not require execution by the parties and the Ordinance will become an Exhibit to this Agreement. Each successful Bidder shall be required to charge and collect CFCs under the terms and conditions of the applicable Ordinance on customer rental agreements following the effective date as designated in the County Ordinance and deposit, safekeep and remit said CFCs to the County monthly in accordance with the requirements of the County's CFC ordinance then in effect along with a full accounting of transaction days and the calculation of the applicable CFC charges in a form as determined by the County.

III. SANITATION REQUIREMENTS

In order to support the continued spread of viruses, the successful Bidders must submit with the Bid a complete summary of all actions that are taken to sanitize vehicles before and after rentals and service.

Each vehicle must be thoroughly cleaned between every rental. This includes disinfecting the vehicle at return area to allow for the driving of the vehicle to the Service Area where washing, vacuuming, general wipe down, and sanitizing with a disinfectant that meets leading health authority requirements is conducted, with particular attention to more than 20-plus high-touch points including:

- Key / key fob
- Steering wheel
- Steering column
- Seat belts
- Center console
- Door interiors
- Door pockets
- Interior door handles
- Exterior door handles
- Seat pockets / seat surfaces
- Areas between seats & consoles
- Areas between seats & doorjambs
- Cupholders / compartments
- Instrument panel
- Accessory panel / touchscreen
- Rearview mirror / side mirrors
- Visors / visor mirrors
- Dashboard / vents

- Gear stick / gear shift
- Trunk release
- Isolate and quarantine any vehicle if needed.

Following completion of the above referenced service, a written notice must be affixed to the vehicle or provided to the customer at the counter to acknowledge that the services have been completed and that the vehicle is ready for use by a customer.

These requirements are subject to adjustment with the prior written approval of the Airports Director.

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

ITB NO. AP 14-21

PART IV - ATTACHMENTS TO ITB

This part contains the following Attachments which are part of this ITB document and are required to be completed and submitted as part of each Bid.

A. List of Attachments

1. Attachment A - Bidder Eligibility Form
2. Attachment B - Bid Form
3. Attachment C - Bidder's Affidavit of Non-Collusion
4. Attachment D - ACDBE Program and Goal Form
5. Attachment E - Conflict of Interest Disclosure Form
6. Attachment F - Drug-Free Workplace Certification
7. Attachment G - Indemnification and Hold Harmless Form
8. Attachment H – Badging Form
9. Attachment I – Federal E. Verify
10. Attachment J – Cone of Salience
11. Attachment K – Recycled Content Form
12. Attachment L – Prohibition to Lobbying
13. Attachment M – Company Data
14. Attachment N – System of Awards Management
15. Attachment O – Addendum Acknowledgement
16. Attachment P – Anti-Collusion Statement
17. Attachment Q – Governmental Debarment & Suspension
18. Attachment R – Vendors on Scrutinized Companies List
19. Attachment S – Certificate of Good Standing for State of Florida

B. Completion of Attachments

Bidders shall consult Part I - Instructions to Bidders and/or the individual Attachment for instructions and/or information relative to requirements for completion of the Attachment in question.

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

ITB NO. AP 14-21

ATTACHMENT A - BIDDERS ELIGIBILITY FORM

I. OVERVIEW

Bidders interested in managing and operating a non-exclusive rental car concession at Destin-Ft Walton Beach Airport (“Airport”) must complete this form in full and timely submit it to the County, as part of its ITB documents. This form will enable the County to determine whether the Bidder has met the County’s minimum eligibility requirements for submitting a bid. If this Bidder’s Eligibility Form is not submitted, or if the information contained herein is incomplete or non-responsive, or if the Bidder does not have the apparent financial capability to perform the Non-Exclusive Rental Car Concession Agreement and Lease, the Bidder’s Bid may be rejected by the County. Use additional pages as necessary, but please indicate at the top of each page the number and/or letter of the paragraph to which each such page relates.

II. BIDDER INFORMATION

A. Name _____

B. Address _____

C. Telephone No. _____

D. Fax No. _____

E. Contact Person _____

F. Type of Organization (Check all that apply) (If the Bidder is a franchisee, joint venture, or subsidiary, then the information requested below shall be provided for the franchisee and parent entity of franchisor, for each company forming the joint venture, or for the subsidiary and parent.)

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Joint Venture
- Corporation
- Other (explain) _____

G. IF A PARTNERSHIP, ANSWER THE FOLLOWING:

1. Date of Organization: ____ / ____ / ____

2. General Partnership () Limited Partnership ()

3. Partnership Agreement recorded? Yes () No ()

Date _____ Book ____ Page _____ County _____ State _____

4. Has the Partnership done business in Florida?

Yes () No () When? _____

5. Name, Address and Partnership share of each general partner:

NAME	ADDRESS	SHARE
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

H. IF A LIMITED LIABILITY COMPANY, ANSWER THE FOLLOWING:

1. Date of Organization: ____ / ____ / ____

2. Limited Liability Operation Agreement recorded? Yes () No ()

Date _____ Book ____ Page _____ County _____ State _____

3. Name of Managing Member _____

4. Has the Limited Liability Company done business in Florida?

Yes () No () When? _____

5. Name, Address and Limited Liability Company share of each general member:

NAME	ADDRESS	SHARE
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

I. IF A CORPORATION, ANSWER THE FOLLOWING:

1. Incorporation date? ____ / ____ / ____

2. State where incorporated? _____

3. Is the corporation authorized to do business in Florida?

a. Yes () No () If so, as of what date? _____

b. If Florida is not the state of incorporation:

(1) Address of the registered office in Florida:

(2) Name of registered agent in Florida at such office:

(3) Attach copy of Certificate of Authority to transact business in Florida.

4. Is the corporation held publicly () or privately ()?

5. Furnish the name, title and address of each officer and principal shareholder owing ten percent (10%) or more of the corporation's issued stock.

OFFICER'S NAME

POSITION

PRINCIPAL SHAREHOLDERS

ADDRESS

J. IF A JOINT VENTURE, ANSWER THE FOLLOWING:

1. Date of Organization? ____ / ____ / ____

2. Joint Venture Agreement recorded? Yes () No ()

Date _____ Book ____ Page _____ County _____ State _____

3. Has the Joint Venture done business in Florida?

Yes () No () When? _____

4. Name, address and percent of ownership of each Joint Venture:

NAME	ADDRESS	SHARE
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

III. FINANCIAL INFORMATION

A. Financial Statements

For each of Bidder’s last two fiscal or calendar years, Bidders shall attach an annual report or Balance Sheet and a Statement of Revenues, Expenses and Changes in Equity with all accompanying financial statements and notes prepared in accordance with generally accepted accounting principles reflecting Bidder’s current financial condition, together with a copy of an independent audit report issued by a Certified Public Accountant. In the event that Bidder is not a publicly traded company which issues annual financial statements audited by an independent certified public accountant, Bidder may submit the aforementioned financial statements without a copy of an independent audit report issued by a certified public accountant provided that said financial statements are accompanied by a certification (acceptable in form and content to the County) from Bidder’s chief financial officer. This requirement is waived if the Bidder currently holds a contract and is in good standing with the County.

B. Financial Responsibility

Please attach evidence of Bidder’s financial responsibility, such as a credit rating from a qualified firm preparing credit ratings, a letter of credit worthiness from a bank, a letter of credit from an FDIC insured bank describing Bidder’s credit line, or other appropriate credit reference. This requirement is waived if the Bidder currently holds a contract and is in good standing with the County.

C. Surety Information

Has the Bidder had a bond or surety canceled or forfeited within the past ten (10) years? Yes () No ()

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

D. Bankruptcy Information

Has Bidder or a principal owner of Bidder been declared bankrupt within the past ten (10) years? Yes () No ()

If yes, state case name, date of proceeding, court jurisdiction, amount of liabilities, amount of assets, and disposition.

E. Contract Termination/Cancellation

Has Bidder or any entity affiliated with it ever been a party to a concession, lease or management agreement to manage and/or operate a rental car concession at any airport or other location and failed to perform the concession, lease or management agreement for the full term thereof? Yes () No ()

If yes, please state the name of airport or lessor, date of award and describe the circumstances of the termination or cancellation.

F. Litigation and Arbitration

At any time during the previous five (5) years, has Bidder or any entity or affiliate owned or controlled by it or by the person or persons who own or control Bidder been involved as a party in any litigation or arbitration with respect to a breach or alleged breach of a rental car concession agreement and/or lease relative to an airport?

Yes () No ()

If yes, state the name and location of each airport and the caption (with the parties' names) for each case.

G. Violations of Law

1. At any time during the previous ten (10) years, has Bidder or any partner, joint venture participant or individual serving as an officer of Bidder been convicted of, or pleaded guilty or no contest to, a felony crime?

Yes () No () (If yes, attach detailed information.)

2. Is Bidder or any partner, joint venture participant or individual serving as an officer of Bidder currently under investigation in a felony criminal proceeding?

Yes () No () (If yes, attach detailed information.)

H. Financial References

List two financial institutions and at least two other business entities with whom Bidder has conducted significant financial transactions during the past three (3) years. Bidders may attach a letter of reference from each of them. Bidder hereby authorizes the County to contact the references listed.

REFERENCE NO. 1 - Financial Institution

FIRM: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

REFERENCE NO. 2 - Financial Institution

FIRM: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

REFERENCE NO. 3 - Other

FIRM: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

REFERENCE NO. 4 - Other

FIRM: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

IV. EXPERIENCE AND OPERATIONS INFORMATION

A. Number of years Bidder has managed and operated rental car concessions. (If services are to be performed by a joint venture or partnership, indicate the experience of each party.)

1. Rental Car Concessions: _____ years

2. Joint Venture: _____ years _____ years

3. Partnership: _____ years _____ years

B. Provide a list of all airports where Bidder has managed and operated a rental car concession during the past five (5) years:

Airport Name

Years Operated

Airport Name	Years Operated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

C. If the Bidder does not have at least five years of such experience, please complete or provide the following:

1. Set forth the name and address, and describe the business background, of the person or persons to be employed as manager(s) of the Bidder's rental car concession (should Bidder be awarded a rental car concession).

2. State the largest gross receipts your organization has realized from the operation of the Bidder's businesses at any one (1) airport in any one (1) year within the last five (5) years: \$ _____
Year _____

3. State the number of cars which your organization will have available for rent to the public at the Airport during its projected peak business day of the week during the first year of the Agreement:

4. State the hours which you propose to operate the counter/office and ready/return areas and reservation system at the Airport:

5. Do you have a nationwide reservation system? _____

State the number of locations in airports of such a system: _____

6. State the name of each of your credit card affiliations:

7. Do you offer inter-city service? Yes () No ()

If yes, list the names of the major cities to which such service is offered.

8. State the number and location of your operating outlets and facilities in the Florida area.

9. State the number of rental cars owned or leased by your company in your fleet in Florida.

10. Do you participate in a national advertising program?

11. State the amount of your local/national advertising program annually.

\$ _____

12. Has any lease or concession agreement for the operation of a rental car concession or other business enterprise held at an airport by your organization ever been terminated or canceled? Yes () No () If yes, provide additional details.

13. List the names of three (3) persons (other than County employees and officers of the County, preferably persons other than Airport Directors at airports at which you operate, since they are provided under paragraph D) having knowledge of your ability to conduct the rental car concession as described in the ITB documents. Bidder hereby authorizes the County to contact the persons listed.

Name: _____
Title: _____
Address: _____

Telephone: _____
Nature of Association: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Nature of Association: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Nature of Association: _____

14. If the Bidder is a rental car franchisee, attach a copy of the relevant binding letter of intent or the franchise agreement.

D. List at least two (2) and no more than five (5) airport locations most similar in size and operation to the Airport where Bidder has managed and operated a rental car concession within the last five (5) years, giving the dates of operation for each location and the gross revenues for each operation for the last three years. Include a brief description of the operation and the facilities. Include names, addresses, and telephone numbers for contact persons for such airports. Bidder hereby authorizes the County to contact

the persons listed. In the event that Bidder does not have at least two (2) airport locations of similar size and operation to the Airport, County reserves the right to reject the Bid as non-qualified.

- E. Name and experience of key regional and local personnel of Bidder: (Attach experience summaries and identify proposed site manager and his or her experience)

TITLE	NAME	EXPERIENCE
--------------	-------------	-------------------

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- F. Attach any additional relevant information concerning the Bidder and its businesses which would enable the County to evaluate the Bidder's experience, qualifications, and ability to perform the Non-Exclusive Rental Car Concession Agreement and Lease subject to this ITB.

- G. Is your firm a Disadvantaged Business Enterprise (DBE)? Yes () No ()

If yes, please include supportive documentation. (Please contact Ms. Allyson Oury, Airports Chief Financial Officer, the Airport's Liaison DBE Officer, for information and the source of forms for the program at 850-651-7160.)

- H. In the space provided below, or by separate attachment to this page, provide a pro forma projection of your Gross Receipts for the first Agreement Year under the proposed Agreement. You must use the component detail presented as Exhibit E, Certified Statement, to the proposed Agreement in Part V of this ITB in constructing your projection

**OKALOOSA COUNTY FLORIDA
INVITATION TO BID (ITB) AP 14-21**

CONCESSION AGREEMENT AND LEASE

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FORT WALTON BEACH AIRPORT**

**PRO FORMA STATEMENT OF GROSS RECEIPTS – OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022
(Exhibit E)**

OKALOOSA COUNTY, FLORIDA			
MONTH: FIRST FULL FISCAL YEAR		YEAR: OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022	
CONTRACTOR:			
CONTRACT NUMBER:		AIRPORT: Destin-Fort Walton Beach Airport	
AGREEMENT TYPE: Concession Agreement and Lease		REVENUE CODE:	
TENANT TYPE: Rental Car		LOCATION CODE: VPS	
GROSS RECEIPTS			
Time & Mileage Charges		Other Vehicle-Related or Service Charges	
		Other Equipment	\$
Insurances		Cell Phones	\$
PAC		Ski Racks	\$
PEC	\$	Child Seats	\$
SLI		Navigation Equipment	\$
Other	\$	Other	\$
Total		Total	-
Waivers		Other*	
LDW			\$
CDW	\$		\$
Other	\$	Total	-
Total	\$ -	*Identify all over .0125% of Gross Receipts	\$
Fuel Charges		TOTAL GROSS RECEIPTS	\$
Prepaid Fuel			-
Fuel Service		CALCULATION OF CONCESSION FEE FOR MONTH	
Gasoline Recovery	\$	GROSS RECEIPTS	\$
Total	\$ -		-
Other Vehicle Charges		PERCENTAGE FEE DUE (11%)	\$
Inter-City Fees			-
Vehicle Exchange	\$	Less Monthly Payment of Minimum Annual Guarantee	
Other Drivers			\$
Total	\$ -	Net Amount Due to the County	-
Fee Recoveries		RENTAL TRANSACTIONS for year =	
Concession Recovery Fee		RENTAL TRANSACTION DAYS for year =	
Other	\$		
Total	\$ -		

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

ITB NO. AP 14-21

ATTACHMENT B - BID FORM

FROM: (Bidder) _____

(Address) _____

(Date) _____

**TO: BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

**RE: Invitation To Bid
Management and Operation of a Non-Exclusive Rental Car Concession
at Destin-Ft Walton Beach Airport**

1. Bidder hereby offers to enter into a Concession Agreement and Lease with the Board of County Commissioners, County of Okaloosa, State of Florida (“County”) for the management and operation of a non-exclusive rental car concession at the Destin-Ft Walton Beach Airport under the terms and conditions as set forth in the Invitation To Bid (Parts I through IV), including all Attachments and Addenda, including the following: Notice to Bid, Instructions to Bidders, Concession Agreement and Lease, Bidder’s Eligibility Form, Bid Form, Bidder’s Affidavit of Non-Collusion, ACDBE Program and Goal Form, Conflict of Interest Disclosure Form, Drug-Free Work place Certification, and Indemnification and Hold Harmless Form, which documents have been read by the undersigned and to which the undersigned agrees. Pursuant to the County’s Invitation To Bid (ITB) for the right and privilege of being awarded a Concession Agreement and Lease (Agreement) for the management and operation of a non-exclusive rental car concession at Destin-Ft Walton Beach Airport, the undersigned hereby submits this Bid based on and subject to the terms and conditions of the ITB documents.

2. The Bidder will operate the following rental car brand(s) under the Agreement:

Bidder will be “co-branding” Yes () No (). Bids shall be the total of both brands if dual branding.

3. Bidder, _____, on an Agreement Year basis, for the right and privilege of operating a non-exclusive rental car concession at the Destin-Ft Walton Beach Airport, either the following Minimum Annual Guarantees, subject to adjustment as provided for in the Agreement, or an eleven

percent (11%) Percentage Fee of the Gross Receipts as specified in the Agreement in Part V, whichever is greater. In addition, Bidder agrees to make payment of the Minimum Annual Guarantee, and Percentage Fee in the form and at the time and place as required by Article 7 of the Agreement.

Minimum Annual Guarantee for the Period of October 1, 2021 through September 30, 2022

1. _____ Dollars (\$ _____)
 (Amount expressed in words) (Amount in figures)

- 4. In addition to the Minimum Annual Guarantee and Percentage Fee, as set forth above, Bidder offers to lease a space in the Terminal Building for Counter/Office Space, Ready/Return Space within the Ready/Return Areas at the Airport, and space within the Service Area adjacent to the west end of the Terminal Building as prescribed in Sections 4.01 through 4.03 of Article 4 of the Agreement and pay the Rentals and other charges therefor as prescribed in Article 7 of the Agreement.
- 5. Accompanying this Bid is a Bid Security, in the form and amount required by paragraph E of the Instructions to Bidders of this ITB document, made payable to the Board of County Commissioners, Okaloosa County, Florida, in the amount of ten thousand dollars (\$10,000.00). This Bid Security shall be retained by the County as liquidated damages in the event the undersigned is one of the successful bidders and fails to execute and return the Concession Agreement and Lease and the Agreement Security and evidence of insurance as required in Section 7.06 and Article 13 respectively of the Concession Agreement and Lease, within fifteen (15) calendar days after written Notice of Award.
- 6. The Bidder hereby represents and certifies to County that: this Bid is made without connection with any other Bidder and it is made in good faith without collusion or fraud; the Bidder has fully examined and understood the Notice to Bidders and the Agreement; if this Bid is accepted, the Bidder shall forthwith execute County’s Agreement in the form attached as Part V of the ITB documents; the Bidder has completed the Bid schedule, in item 3 above, which is incorporated herein. (For purposes of gender and if required by the context hereof, the word “it” as used in this Bid in lieu of the word “Bidder” shall be deemed to also include “he” and “she”.)

The Bidder acknowledges receipt of the following Addenda (if any);

Number of Addenda	Date of Receipt
# _____	_____, 2021
# _____	_____, 2021
# _____	_____, 2021
# _____	_____, 2021

Bidder hereby submits with its Bid: a completed Bidder Eligibility Form, Bid Form, Bidder’s Affidavit of Non-Collusion, ACDBE Program and Goal Form, Conflict of Interest Disclosure Form, Drug-Free Workplace Certification, and Indemnification and Hold Harmless Form to the extent as required in this ITB.

The Bidder is bound by this Bid for a period of ninety (90) calendar days following the date of the opening of the Bids. County reserves the right to reject any and all bids, to waive informalities, technicalities, and irregularities, and to re-advertise.

BIDDER (If individual, partnership
or limited liability company):

NAME:

BY: _____

TITLE: _____

WITNESS TO ABOVE SIGNATURES:

CORPORATE SEAL:

BIDDER (If corporation):

NAME:

BY: _____

ATTESTS: _____

GUARANTOR:

NAME: _____

BY: _____

ATTESTS: _____

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

ITB NO. AP 14-21

ATTACHMENT C - AFFIDAVIT OF NON-COLLUSION AND ANTI-LOBBYING

STATE OF _____

COUNTY _____

Personally appeared before me _____, being duly sworn, says that he is a member of the firm of _____

and further says that his or her firm, association, or corporation has not, either directly or indirectly, entered any agreement, participated in any collusion, or attempted to influence, solicit or contact any person, other than those designated, in reference to competitive bidding in connection with the submission of a Bid on the above-named solicitation.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state have been complied with and further agrees on behalf of himself, his firm association, or corporation, that in any subsequent prosecution of perjury of him, his firm association, or corporation, it shall note a defense to such perjury charge that said formalities were not in fact complied with.

Typed Name and Title

Legal Signature

SWORN before me this ____ day of _____, 2021.

Notary Public for _____

Notary Public Signature

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT**

BID NO. ITB AP 14-21

ATTACHMENT D - ACDBE PROGRAM AND GOALS FORM

If Bidder is submitting its Bid as an ACDBE firm, it shall complete paragraph "1" below and show a 100% ACDBE participation goal in Section 2 since certified as one of Florida's Unified ACDBE Certification Program (UCP) Certifying Members as an ACDBE firm. If Bidder is not submitting as a DBE firm, it shall complete paragraph "2" below.

1. ACDBE firm): _____

Address: _____

Telephone (with area code): (_____) _____

Name of Certifying Agency: _____

Date of On-Site Visit: _____

Effective Date of Certification: _____

Certifying Agency Representative: _____

2. The Bidder proposes to achieve the following ACDBE goal(s) for each year under the Agreement contained in Part V of this ITB document expressed as a percentage of Operator's Gross Receipts for said years.

_____ %

The Bidder proposes to achieve said goal(s) through the procurement of the following goods and services:

The Bidder has identified the following ACDBE firms as potential qualified ACDBE providers of such goods and services to Bidder. (Bidder should also reference the basis of the firm's qualifications and/or certification.)

**OKALOOSA COUNTY, FLORIDA
INVITATION TO BID**

**MANAGEMENT AND OPERATION
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION
AT DESTIN-FT WALTON BEACH AIRPORT
ITB NO. AP 14-21**

ATTACHMENT E - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is(are) also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a County employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO _____

NAME(S)

POSITION(S)

DATE: _____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

**OKALOOSA COUNTY, FLORIDA
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ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE

SIGNATURE

COMPANY

NAME (Typed or Printed)

TITLE

ADDRESS

PHONE NUMBER

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ATTACHMENT G - INDEMNIFICATION AND HOLD HARMLESS FORM

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. _____

BIDDER'S COMPANY NAME

PHYSICAL ADDRESS

MAILING ADDRESS

PHONE NUMBER

CELLULAR NUMBER

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED)

TITLE

FAX NUMBER

AFTER-HOURS NUMBER(S)

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ATTACHMENT H - BADGING FORM

All successful Bidders must have all employees or contractors assigned to the Airport badged. The application for badges must be submitted using the attached form.



Destin-Fort Walton Beach Airport RAC Badge Application Form



Please read all of the items listed below, follow all instructions, and provide all documents or information requested.

Section 1- Employee Information:

Employee Name (must match Govt ID):

Company Name:

Job Title:

Section 2 - Additional Information:

Birth Date (MM/DD/YYYY):

Driver's License Number:

Expiration Date:

Last 4 - SSN (####):

Address (physical-no P.O.

Box):

Telephone Number:

Email Address (multiple can be listed):

Note: The Badge Holder shall be responsible for providing immediate written notice to the Airports Department for any and all changes to the information provided above. The written notice shall be delivered by email, mail, or hand delivered to the Airports Department. The airport issued badge will always remain the property of the airports and must be returned at the time of separation by the employee or authorizing manager.

**Destin-Fort Walton Beach Airport
RAC Badge Application Form**

Section 3-Items Required to be submitted with the RAC Badge Application Form:

1. **Application Fee:** Annually, for new or renewal employee authorization, a non-refundable application fee will be billed to the company and payable upon receipt.
2. **Florida Driver's License:** Each employee must have a valid and current State of Florida Driver's License unless exempted under Chapter 322, Florida Statute. The license must be presented before an Airport Identification card will be issue.
3. **Insurance Certificate:** Company must have current insurance certificates on file with the Airport.
4. **Background Check:** The background check shall include a criminal record for all fifty states (Department of Corrections Records, County Records, Court Records, and Sheriff Records) databases, convictions only, which shall include felonies, misdemeanors, parole, supervision and incarceration. The background check shall also include a sexual offender/predator search. Background checks shall be updated every three (3) years or whenever an individual had any breaks from employment. Employers are required to report to Airport Administration any arrests on any employee immediately. The Airports Director or designee reserves the right to request a background check on any employee at any time.

Disqualifications: An Airport Identification Badge will not be issued to any employee and the employee will not be permitted to operate on the property with one of the following convictions:

- a. **A felony of the third degree in the United States within the preceding three (3) years or released from incarceration for a felony of the third degree in the United States within the preceding three (3) years;**
 - b. **A felony of the second degree, a felony of the first degree, a capital felony, or a life felony;**
 - c. **More than one (1) driving under the influence charge; or**
 - d. **A sex crime or listed on a sexual offender or sexual predator registry;**
 - e. **A misdemeanor three (3) times within a period of three (3) years previous to the date of application.**
5. **Driver's License History:** A Driver's License history is required initially (a three-year report) and annually. **Disqualifications: Any revocation of a license anywhere shall disqualify any Operator from operating a vehicle at the Airport.**

Destin-Fort Walton Beach Airport
RAC Badge Application Form

Company agrees to pay application fee for each processed application.

I certify that all information provided on this application is true and correct.

Company:

Manager Name:

Manager Signature:

Date:

Employee Name:

Employee Signature:

Date:

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**PART V - RENTAL CAR CONCESSION AGREEMENT AND LEASE
NOTATION OF REQUESTED MODIFICATIONS TO THE SAMPLE LEASE FORM**

Bidders must clearly identify and requested language modifications to the sample Lease Agreement as part of the submission. The County will not consider any changes unless identified in the response. The County reserves the sole right to accept or reject and suggested modifications.

The following modifications are requested:

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ATTACHMENT I - FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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ATTACHMENT J – CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature **Company Name**

On this _____ day of _____ 20__ hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

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ATTACHMENT K – RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____ %.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

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ATTACHMENT L – PROHIBITION TO LOBBYING

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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ATTACHMENT M – COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS #: _____

Respondent's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

Email Address: _____

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ATTACHMENT N – SYSTEM OF AWARDS MANAGEMENT

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

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ATTACHMENT O – ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
----------------------------	--------------------

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

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ATTACHMENT P – ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Address

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

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ATTACHMENT Q – GOVERNMENTAL DEBARMENT & SUSPENSION

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for _____

2. This sworn statement is submitted by _____

Whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

_____ Personally known to me, or Produced Identification: Type of ID

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Signature

Date

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ATTACHMENT R – VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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ITB NO. AP 14-21**

ATTACHMENT S – CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires.

The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**NON-EXCLUSIVE RENTAL CAR CONCESSION
AGREEMENT AND LEASE**

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

JUNE 1, 2021

**NON-EXCLUSIVE
RENTAL CAR CONCESSION AGREEMENT AND LEASE**

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**NON-EXCLUSIVE
RENTAL CAR CONCESSION AGREEMENT AND LEASE**

This Non-Exclusive Rental Car Concession Agreement and Lease (“Agreement”) is entered into this ____ day of _____, 2021, by and between Okaloosa County, Florida, (“County”), whose principal address is 1250 Eglin Parkway, Suite 100, Shalimar, FL. 32579, and _____ (“Operator”), a _____ organized, existing and doing business under and by virtue of the laws of the State of _____, whose principal address is _____.

WITNESSETH:

WHEREAS, County operates and maintains the Destin-Ft. Walton Beach Airport (“Airport”) on Eglin Air Force Base in Okaloosa County, Florida, under the terms of a lease and a joint-use agreement between the United States of America and the County; and

WHEREAS, having automobile rental services at the Airport is necessary and desirable for the proper accommodation of passengers and other customers arriving at and departing from the Airport; and

WHEREAS, Operator is engaged in the business of providing automobile rental services to passengers and other customers at airports and elsewhere; and

WHEREAS, County desires to sublease (hereinafter for the purposes of this Agreement (“lease”)) certain facilities and grant certain concession rights to Operator in order to make Operator’s automobile rental services available at the Airport; and

WHEREAS, Operator is qualified, ready and able to perform said services, and desires to lease certain Airport space and obtain certain rights and privileges with respect thereto to allow it to furnish automobile rental services to Airport passengers and customers; and

WHEREAS, in consideration of leasing of said space and obtaining said rights and privileges from County, Operator is willing to make certain covenants and assume and undertake certain terms, conditions and obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, County and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

ARTICLE 1

DEFINITIONS

Except as otherwise clearly indicated by the context, the words and phrases defined in this section will have the following meanings when used elsewhere in this Agreement.

- 1.01 “Agreement Year” means each period of twelve (12) consecutive calendar months beginning on October 1 of each year of the term under this Agreement and ending at midnight on September 30 of each year. The Agreement Year coincides with the Airport fiscal year.
- 1.02 “Airport” means the Destin-Ft Walton Beach Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.03 “Airport Terminal Building”, “Terminal Building” or “Terminal” means the new passenger terminal building at the Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.04 “Airports Director” means the Airports Director as appointed by County, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of said Airports Director.
- 1.05 “Certified Statement” means the certified statement required by Section 8.05 and as depicted on Exhibit E.
- 1.06 “Commencement Date” means June 1, 2021.
- 1.07 “Concession Recovery Fee” or “Concession Recoupment Fee” means the fee described in Section 6.06 of Article 6 of this Agreement.
- 1.08 “Agreement Security” means the irrevocable letter of credit provided by Operator pursuant to and in accordance with the terms of Section 7.07 of Article 7 of this Agreement.
- 1.09 “Commencement Date” means June 1, 2021.
- 1.10 “Concession Fee” means the greater of the Minimum Annual Guarantee or the Percentage Fee.
- 1.11 “Concession Recovery Fee” means any surcharge or any amount that Operator separately states and charges its customers to recover the amount of Operator’s Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to County under this Agreement is for Operator’s use of facilities and grant of concession rights at the Airport, and that those payments do not reflect a fee that is imposed by County upon customers renting automobiles from Operator. “Concession Recovery Fees” means the Concession Fee charged to the Operator by the County which is eligible to be charged back to the customer.

- 1.12 “Counter/Office Space” means that counter, office and counter queue area depicted on Exhibit A to this Agreement or the space, if any, provided by County in substitution therefor from time to time.
- 1.13 “CPI” means the change, if any, reported over the most recently reported twelve (12) month period in the Consumer Price Index, All Urban Consumers (CPI) published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) or its designated replacement Index.
- 1.14 “Customer Facility Charge” or “CFC” means the charge imposed by County for each rental transaction day on each Operator’s rental car customers as referred to in Section 7.05 of Article 7 of this Agreement.
- 1.15 “Deplaned Passengers” means all arriving passengers deplaning in scheduled or charter air carrier service at the Terminal Building reported to County.
- 1.16 “Enplaned Passengers” means all departing passengers enplaning in scheduled or charter air carrier service at the Terminal Building reported to County.
- 1.17 “Environmental Laws” means every applicable law, ordinance, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct, relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.
- 1.18 “Environmental Permits” means all permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.
- 1.19 “Gross Receipts” means all fees, charges and receipts of any and all kinds and descriptions, without deduction for any credit card discount, from or on account of Operator’s business or activities originating on, at, from or with respect to the Leased Premises, Operator’s rental car concession at the Airport, this Agreement, Operator’s vehicle fleet assigned to the Airport, or foreign vehicles temporarily assigned or rented from the Airport, no matter where the reservation therefor, the rental thereof, or the delivery or possession of said vehicle is made, including but not limited to reservations made through airlines, other operators or travel agencies, or by way of telephone, computer or any other means of communication, including but not limited to amounts collected or due from, for or on behalf of Operator’s customers, and revenue and consideration of any and all types and in any and all forms which are collected, accrued, received, receivable, allocated or allocable or which should have been collected, accrued, received, receivable, allocated or allocable by, for or to Operator or any person or entity acting for or on behalf of Operator, including its franchisor or any affiliated person or entity. Gross Receipts shall include but are not limited to the following specified items:

1. Base, time and mileage charges and fees for the rental and short-term leasing of vehicles;
2. Premiums and any and all other fees and charges for personal accident insurance, personal effects insurance coverage, baggage insurance, personal effects protection insurance, liability insurance, liability insurance supplements, and any and all other types and kinds of insurance coverages and policies (regardless of how they be denominated, regardless of the parties covered, and regardless of the risks insured against);
3. Any and all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit and whether collected or uncollected;
4. Fuel service charges, prepaid fuel, fuel replacement fees waiver, and any and all other types and kinds of charges for fuel, fuel replacement and fuel service;
5. Inter-city fees and drop charges;
6. Concession Recovery Fees charged to customers;
7. Any and all charges made to customers for any and all equipment and services provided for, on account of or incidental to the rental of vehicles; and
8. All other receipts, compensation, revenue and other consideration received or accrued to Operator or Operator's franchisor or any other affiliated person or entity for or on account of the subject rental car concession, its operations or its fleet vehicles, unless specifically excepted in writing by County.

Gross Receipts shall specifically exclude the following: sales taxes which are separately stated on Operator's vehicle rental agreements and vehicle short-term leasing agreements, and which Operator collects and remits separately to governmental taxing authorities, as required by law; compensation received by Operator from customers and insurance carriers in payment of actual damages to, or the destruction or theft of, vehicles and other personal property of Operator (but provided that compensation and payments for the loss of use of vehicles are to be included as part of the Gross Receipts); compensation received from any final sale of a vehicle or other personal property of Operator to an unrelated third party (provided that Operator does not regain or retain any title, right, interest or ownership in or to the vehicle or other personal property); and CFC receipts and revenue collected pursuant to Section 7.04 of Article 7 of this Agreement.

Without limiting the generality and scope of the definition of Gross Receipts and without broadening the limits of exclusions from Gross Receipts, as specified above, it is expressly agreed and understood by Operator that no exclusion shall be allowed for taxes or surcharges levied on Operator's activities, facilities, equipment, real or personal property, payroll taxes, income taxes, taxes on frequent flier miles paid directly to an airline, license, title, tag fees, or charges to recoup the same, or other charges which recoup operating costs.

Unless specifically excluded by the express terms of this Section 1.16, said receipt, revenue or consideration shall be deemed to be included in Gross Receipts under this Agreement.

- 1.20 “Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.
- 1.21 “Minimum Annual Guarantee” or “MAG” means for the first Agreement Year, the MAG amount bid by Operator. For the second Agreement Year of the Term and each subsequent Agreement Year, the Minimum Annual Guarantee shall be the greater of the previous year’s MAG or the amount which represents eighty-five percent (85%) of the payments made to the County. In no event shall the MAG during any Agreement Year be less than the first year’s MAG during the Term of this Agreement.
- 1.22 “Notice of Award” means that written notice provided to Operator by the Purchasing Manager notifying Operator that County has awarded it a rental car concession at the Airport and specifying the Commencement Date under this Agreement.
- 1.23 “Overflow Parking” means that area designated by the County not included as part of the Ready/Return Spaces or the Service Area parking spaces where the Operator may temporarily park excess rental car vehicles for a limited period of time. The rental rate for use of the spaces will be at fifty percent (50%) of the applicable Ready/Return Space rental amount.
- 1.24 “Percentage Fee” means eleven percent (11%) of Operator’s Gross Receipts.
- 1.25 “Ready/Return Parking Areas” means those vehicle parking areas used for customer services depicted on Exhibit B to this Agreement, or any other parking areas, if any, provided by County in substitution for said parking areas.
- 1.26 “Ready/Return Space(s)” means the automobile parking spaces within the Ready/Return Parking Areas or such additional spaces or substitution spaces as are provided by County from time to time under the terms of this Agreement.
- 1.27 “Rentals” means the rentals described in Section 7.02 of this Agreement.
- 1.28 “Security Charge” means the security charge described in Section 7.06 of this Agreement.
- 1.29 “Service Area” means that area provided solely for vehicle washing, cleaning and fueling depicted on Exhibit C of this Agreement or any other areas and/or facilities, if any, subsequently provided by County for the servicing of rental vehicles.

ARTICLE 2

INTERPRETATION AND EXHIBITS

The following shall govern the reading and interpretation of this Agreement:

2.01 Interpretation

- a. References in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement unless otherwise specified.
- b. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this Agreement refer to this Agreement.
- c. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- d. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- e. Words importing the singular shall include the plural and vice versa.

2.02 Incorporation of Exhibits - The following Exhibits are hereby incorporated by reference and made a part of this Agreement:

Exhibit A	Counter/Office Space/Counter Queue Space
Exhibit B	Ready/Return Parking Areas
Exhibit C	Service Area
Exhibit D	Minimum Annual Guarantee Bid Amount
Exhibit E	Certified Statement
Exhibit F	Operator’s ACDBE Goals
Exhibit G	Bid submitted by Operator
Exhibit H	Badging Form

ARTICLE 3

PREMISES AND FACILITIES

Subject to all other terms and conditions of this Agreement, County hereby leases to Operator and Operator hereby takes and hires from County the following described Leased Premises at the Airport:

- 3.01 Counter/Office Space/Counter Queue Space - For Operator's preferential use, the Counter/Office Space/Counter Queue Space depicted on Exhibit A.
- 3.02 Ready/Return Parking Areas - For Operator's preferential use, those Ready/Return Parking Areas depicted on Exhibit B, said areas being subject to reallocation and re-designation as provided for in Section 3.04 hereof.
- 3.03 Service Area - For Operator's use in common with other rental car operators at the Airport, the space within the Service Area depicted on Exhibit C.
- 3.04 Overflow Parking Lot – For Operator's use on common with other rental car operators at the Airport, the space identified by the County that can be used for overflow parking when Ready/Return Spaces and Service Area spaces are full.
- 3.05 Allocation and Reallocation of Ready/Return Space
 - a. The initial allocation of Ready/Return Spaces from June 1, 2021 through September 30, 2023 will be allocated based on the percentage of Operators first year MAG included in the ITB compared to the MAG of other Operators executing a Rental Car Concession Agreement and Lease with the County. Each Operator will be allocated a minimum of forty (40) Ready/Return Spaces. If an Operator Bid was for dual brand, a Minimum of twenty (20) Ready/Return Spaces must be allocated for each brand included in the Bid.
 - c. No later than sixty (60) days after September 30, 2023 and every two years of the Agreement Year thereafter through the Term of the Agreement and the Option Term, if executed, County shall reallocate Ready/Return Spaces within the Ready/Return Parking Areas if there is a market share change of ten percent (10%) or more for any Operator. The reallocation shall be made based on their respective percentages of total Concession Fee Payments from all Operators for the previous two (2) Agreement Years then concluded, with each of said rental car operators being re-allocated a minimum of forty (40) Ready/Return Spaces per brand within the Ready/Return Area. Upon any reallocation pursuant to this Section 3.04, County shall provide to Operator and the other rental car operators a revised Exhibit B to this Agreement re-designating Operator's and the other rental car operators' Ready/Return Spaces. Rental payments will be adjusted for the revised number of Ready/Return Spaces effective on the date of such reallocation.

ARTICLE 4

USE OF PREMISES

Operator may use the Leased Premises under this Agreement for the following purposes and for no other purpose or purposes whatsoever, unless agreed to in writing and fully executed by the parties:

- 4.01 Counter/Office Space/Counter Queue Space - Operator's Counter Space and Queue Space may be used for processing customer rental and return transactions, including the processing of rental agreements. Operator's office space may be used for general office and administrative purposes related to the operation of the rental car concession granted by County. Operator's Counter/Office Space/Counter Queue Space must be in the boundaries designated in Exhibit A.
- 4.02 Ready/Return Space - Operator's Ready/Return Space will be used for the short-term parking of Operator's authorized automobiles awaiting rental and delivery to customers and the short-term parking of said automobiles after their return and prior to their being washed, fueled and again made ready for rental.
- 4.03 Service Area - Operator's assigned space within the Service Area will be used to wash, clean and fuel Operator's authorized automobiles prior to their delivery to a Ready/Return Space for rental. In addition, each Operator may lease 112 parking spaces (56 parking spaces per brand, if co-branded) adjacent to the Service Area to store automobiles to be put in service as needed. These Service Area parking spaces may not be used for customer service rental, delivery, return, or employee parking.
- 4.04 Overflow Parking – Space will be used for the temporary storage of excess vehicles on-site due increased inventory associated with peak demand seasonal requirements or fleet transition periods. Rental of spaces will be allowed on a month to month basis and the rate per parking position will be set at fifty percent (50%) of the applicable Ready/Return Space rate.
- 4.05 No Sale or Servicing of Automobiles - Without in any way limiting the foregoing provisions, it is expressly agreed and understood by Operator that none of the above Leased Premises, or any part thereof, may be used for any purpose other than that authorized herein and that none of the Leased Premises, or any part thereof, may be used at any time to sell or offer for sale any automobile, or, except for the Service Area, for the fueling or servicing of any automobile of Operator or any other person.
- 4.06 Condition of Leased Premises
 - a. Except as otherwise specified in Article 10 hereof, Operator shall be delivered the Leased Premises in an "as is" condition and without representation or warranty by County of the condition of the same. Operator acknowledges and agrees that it has inspected the Leased Premises and agrees to accept delivery of possession as heretofore specified. Operator also acknowledges that if delivery of its Counter/Office Space/Counter Queue Space is made from that of a departing rental car operator that the condition of said space will require improvements by Operator

prior to its fit-up, furnishing and installations, and Operator will be responsible for the same at its expense.

- b. County may delay delivery of possession of the Leased Premises up to thirty (30) calendar days after the Commencement Date if Operator is succeeding to the rights and Leased Premises of an unsuccessful existing rental car Operator.

ARTICLE 5

TERM

- 5.01 Base Term - The Base Term of this Agreement shall begin on the Commencement Date and shall expire on September 30, 2026.
- 5.02 Option Term – Upon mutual Agreement of the parties, the Agreement may be extended an additional three (3) years provided all Operators who hold contracts with the County request in writing that the Agreement be extended an additional three (3) year period. The written request must be received within thirty (30) calendar days of September 30, 2025. The County has the option of accepting or rejecting the request at its sole discretion. The County shall provide a written response within thirty (30) calendar days of receipt of the written request to exercise the Option Term. If a written request to extend is not received by the County within the timeframe outlined, the offer will be considered rescinded, and the Agreement will expire on the termination date as detailed in Article 14. If the County rejects the written request to exercise the Option Term, the contract will expire as identified in Article 14.
- 5.03 Holding Over - If Operator remains in possession of all or any portion of its Leased Premises after the expiration or termination of this Agreement, by lapse of time or otherwise, without specific written notice from County indicating its intention to have Operator quit and vacate the Leased Premises as of that date, such holding over shall constitute the creation of a tenancy at sufferance, terminable by County at any time upon thirty (30) calendar days written notice to Operator. During such holdover tenancy at sufferance, Operator shall pay a Concession Fee, which is the greater of the Percentage Fee or a prorated share of the MAG applicable to its period of occupancy, plus an amount equal to twenty-five percent (25%) of the Concession Fee as a surcharge to the County.
- 5.04 Concession Transition - In the event that upon expiration or earlier termination of this Agreement Operator is not awarded a new or successor rental car concession at the Airport, it will fully cooperate with County and any successor operator in the transition of the Leased Premises to said successor operator.

ARTICLE 6

CONCESSION PRIVILEGES AND OBLIGATIONS OF OPERATOR

- 6.01 Concession Privileges Granted - County grants to Operator the following rights and privileges and Operator assumes all of the following as part of its obligation to operate a high quality, well-managed and efficiently run rental car concession from the Leased Premises and the Airport:
- a. The privilege to rent passenger-type vehicles to the public on the Airport; the privilege to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; and the privilege to offer customer services, including but not limited to, refueling services, baby car seats, cellular/digital phones, and other related rental equipment. All additional rights shall be approved in writing, fully executed by County from time to time.
 - b. Operator's rental car concession shall be operated under the following brand name(s): _____, for the Term of this Agreement and the payment of the MAG shall be required throughout the Term for and dual branded Bids regardless of whether the second brand is maintained. Operator cannot change or operate additional brands at the Leased Premises or from the Airport during the term of this Agreement. Operator may substitute a brand that is under the control of the Operator during the Term of the Agreement provided the Operator provides written notice to the Airports Director with the corresponding documentation that the Operator has a controlling interest in the substitute brand and identifies the brand being replaced and the Airports Director provides written approval prior to any such substitution. If Operator shall, at any time, cease to operate the concession under the Operator's brand name(s) specified in this Section 6.01(b), then this Agreement and Operator's concession privileges at the Airport shall be subject to termination upon thirty (30) calendar days advance written notice to Operator from the County.
 - c. Operator shall have ingress and egress to and from the Leased Premises over public roadways and such other roadways as the Airports Director may approve from time to time.
 - d. The privilege for Operator's employees to use, in common with other employees on the Airport, the employee parking facilities provided by County, at such charges as County may, from time to time, establish for employees using the employee parking facilities. Employees may not park in Operator's assigned space in the Ready/Return Parking Areas or Service Area. The County reserves the right to reduce the allocation of Ready/Return Parking Spaces from Operator if the spaces are used for employee parking.
 - e. All rights and privileges not specifically granted to Operator in this Agreement shall be reserved to County.
- 6.02 Non-Exclusive Privileges - The privileges granted under this Agreement are non-exclusive. By entering into this Agreement, Operator acknowledges that County has

entered into similar agreements with other rental car concession operators for similar services from on-Airport locations under similar terms. County reserves the right to enter into agreements with other companies providing rental car services from off Airport locations, if County determines that it is in its best interest to do so. County intends that any off-Airport location operators serving the Airport will have to execute an agreement with the County and to pay fees at a competitive rate that includes a premium surcharge to the County.

6.03 Operator's Obligations with Respect to the Use of the Premises

- a. In the conduct of its business, Operator covenants and agrees to restrict its activities on the Leased Premises to only those authorized by this Agreement for vehicles used in the operation Operators on airport concession and shall not use or permit the use of the Leased Premises for any other purpose, nor shall it vacate the Leased Premises prior to the termination or expiration of this Agreement unless authorized in writing in advance by County.
- b. Operator shall use the Leased Premises solely for the rental of passenger automobiles to Airport customers and the public and for the provision of services and equipment reasonably and directly associated with the rental of automobiles, as specifically authorized in this Agreement. Operator shall use the Leased Premises as efficiently as possible to maximize its rental car business on the Airport. Operator shall not use the Service Area portion of the Leased Premises for customer service activities or to service vehicles that are not based at the Airport.
- c. Except for its corporate signs approved in advance by County and except as otherwise authorized by County in writing, Operator shall not display nor shall it permit others to display any signs, brochures, racks, promotional materials or similar items on or about the Leased Premises or elsewhere within the Terminal Building or the Airport.
- d. Operator shall not conduct used car sales activities on the Airport. Any business activities other than those expressly granted by this Agreement shall not be conducted on the Airport without the prior written approval of County.
- e. Operator shall not conduct any activity not specifically authorized by this Article 6, or any activity which, in the sole judgment of County, conflicts with the rights granted by County to other non-rental car concessionaires or would not relate to an Airport purpose or product or service related to the conduct of the rental car concession granted.
- f. Operator shall promptly remove all damaged, destroyed or inoperable vehicles from the Leased Premises and the Airport.

6.04 Standards of Service

- a. Operator shall offer for rental to the public only popular-make passenger automobiles of recent manufacture (not more than two (2) model years old). It is Operator's obligation to maintain all the vehicles offered for rental in good and safe operating order, free from known mechanical defects, and to keep the vehicles in a clean, neat, and attractive condition inside and out. Operator shall at all times maintain a sufficient number of automobiles to meet reasonably foreseeable demands of the traveling public at the Airport.
- b. Operator shall accept at least three (3) nationally recognized credit cards for payment of automobile rentals; and provide or have access to a national reservation system for its rental services at the Airport.
- c. Operator shall maintain a sufficient number of trained personnel to insure that Operator's customers will receive prompt and courteous service at all times. All personnel of Operator, while on or about the Leased Premises or elsewhere at the Airport, shall be polite, clean and neat in appearance, and appropriately attired.
- d. Operator shall not misrepresent to the public its prices or the terms and provisions of its rental agreements or those of its competitors. Operator shall comply with all applicable rules and regulations of the Federal Trade Commission and all other governmental agencies having jurisdiction over Operator's business operations. Operator shall fully inform each customer, prior to the execution of such customer's rental agreement, of all fees and charges applicable to such customer's rental. County will give advance notice to Operator that County considers a certain practice to be unlawful, deceptive or discriminatory and Operator shall have an opportunity to respond to the allegation. If County determines, after notice and opportunity for Operator to comment, that any of Operator's business practices are unlawful, deceptive, or discriminatory, Operator shall immediately cease such practices upon receipt of a written order to do so from County.
- e. Except as otherwise specifically provided for herein, and then only at such locations as may be specifically provided therefor, this Agreement and the rights herein granted do not authorize Operator or any person on its behalf to fuel, wash or service Operator's rental or lease vehicles on the Leased Premises or elsewhere at the Airport. The following level of cleaning and sanitation must be provided by operator unless agreed to in writing by the Airports Director.

Each vehicle must be thoroughly cleaned between every rental. This includes disinfecting the vehicle at return area to allow for the driving of the vehicle to the Service Area where washing, vacuuming, general wipe down, and sanitizing with a disinfectant that meets leading health authority requirements is conducted, with particular attention to more than 20-plus high-touch points including:

- Key / key fob
- Steering wheel
- Steering column
- Seat belts

- Center console
- Door interiors
- Door pockets
- Interior door handles
- Exterior door handles
- Seat pockets / seat surfaces
- Areas between seats & consoles
- Areas between seats & doorjambs
- Cupholders / compartments
- Instrument panel
- Accessory panel / touchscreen
- Rearview mirror / side mirrors
- Visors / visor mirrors
- Dashboard / vents
- Gear stick / gear shift
- Trunk release
- Isolate and quarantine any vehicle if needed.

Following completion of the above referenced service, a written notice must be affixed to the vehicle or provided to the customer at the counter to acknowledge that the services have been completed and that the vehicle is ready for use by a customer.

- f. Operator shall at all times maintain the Leased Premises and its improvements and other personal property located on the Leased Premises in a safe, clean, orderly, attractive and first-class condition satisfactory to County. Any sign or other item on the Premises which County deems to be offensive to the public shall, upon notice from County, be promptly and permanently removed from the Leased Premises by Operator. Operator shall not permit any nuisance, waste or damage to be committed on the Leased Premises or elsewhere at the Airport.
- g. In the event Operator receives (or County receives and forwards to Operator) any written complaint concerning Operator's operation of the concession, Operator shall promptly respond to such complaint in writing (but in no event later than thirty (30) calendar days of its receipt) and make a good-faith attempt to explain, resolve or rectify the cause of such complaint. Without further notice or demand, Operator shall keep a copy of each such complaint and Operator's written response for a period of one year from the date of the complaint and shall make the complaint and the written response available to County upon its request.
- h. Rental car counters shall be staffed from one hour prior to the first departure until thirty minutes after the last arrival. Counter staffing hours must be extended if there are delays in late arriving flights. In lieu of staffing the counters one hour prior to the first departure, this requirement may be waived if the Operator has an after-hours drop box readily available and clearly visible at the counter for customers to drop keys upon arrival.
- i. The management, maintenance, and operation of the concession shall at all times be under the supervision and direction of a qualified experienced full-time manager

who is assigned only to VPS and who shall at all times be subject to the direction and control of Operator. Operator shall assign the manager an office on the Leased Premises and the manager shall be available during regular business hours. Operator shall at all times during the absence of the manager assign or cause to be assigned a qualified subordinate to manage the operation and to assume and be directly responsible and authorized to carry out the duties in lieu of the manager.

- 6.05 Non-Diversion of Rental Car Concession Business - Operator covenants, warrants and agrees that it will not divert business and/or Gross Receipts from Operator's rental car concession at the Airport. Diversion shall include, but not be limited to, Operator advising or suggesting to a customer or potential customer arriving at the Airport or pre-arranging a car rental prior to or upon arrival at the Airport that such customer or potential customer rent a vehicle or take delivery of a vehicle at any off-Airport location, regardless of the reason. Operator also covenants and agrees that it shall not establish, franchise, license or permit a car rental facility within a five (5) mile radius of the Airport Terminal. Any rental made by Operator or vehicle delivered by Operator, its franchisor, or any other affiliated person or entity, within said five (5) mile radius, from whatever location, shall be deemed to be a rental transaction under this Agreement.
- 6.06 Concession Recovery Fee - Any surcharge or any amount that Operator separately states and charges its customers to recover the amount of Operator's Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to County under this Agreement is for Operator's use of facilities and grant of concession rights at the Airport, and that those payments do not reflect a fee that is imposed by County upon customers renting automobiles from Operator. Operator understands that County does not encourage nor support the practice of transferring Operator's obligation for payment of Operator's Percentage Fee due under this Agreement to its customers. Operator is prohibited from stating or implying, in writing or verbally, that the County or the Airport imposes or approves of any direct charge to its customers, including any surcharge that Operator passes on to its customers to recoup Operator's Percentage Fee. Operator is prohibited from misrepresenting to the public its prices or the terms and provisions of its rental agreement or those of its competitors, either verbally or in writing. If Operator recovers from or charges its customers the Percentage Fee, that charge shall be clearly and separately stated in writing immediately adjacent to Operator's time and mileage and other charges on the customer's rental agreement and invoice, shall not be described as a tax, and shall be no greater than twelve and 36/100th percent (12.36%) of the Gross Receipts resulting from that rental contract. Said Concession Recovery Fee shall also be included within Gross Receipts subject to the Percentage Fee under this Agreement.

ARTICLE 7

CONCESSION FEES, RENTALS AND OTHER CHARGES

- 7.01 Concession Fee - Operator shall pay to County for the privilege of being granted the right to operate a rental car concession at the Airport pursuant to the provisions of Article 6 hereof an annual Concession Fee defined and described in Article 1 hereof, and determined in accordance with the provisions contained in Sections 1.16, 1.18, 1.20 and 1.21 of Article 1 of this Agreement.

7.02 Rentals - For and in consideration of the Leased Premises leased to and occupied by Operator under this Agreement, Operator shall pay County the following sums as annual Rentals:

- a. For its Counter/Office Space depicted on Exhibit A, Operator shall pay County an annual rental which is the sum that is the product of the square footage of said space and the annual rental rate. The annual rental rate is one hundred twenty five percent (125%) of the airline signatory terminal rental rate per square foot per annum. In the event Operator has co-branded space, the annual rental rate under this Agreement is one hundred fifty percent (150%) of the airline signatory terminal rate per square foot per annum.
- b. For the Ready/Return Spaces allocated to Operator pursuant to the provisions of Section 3.02 of Article 3 hereof, Operator shall pay County an annual rental which is the amount that is the product of the spaces so allocated to Operator during the Agreement Year and the rental rate for said space. The rental rate for the initial Agreement Year is \$48.1458 per space per month or \$577.75 per space per year for space in Ready/Return Area. Ready/Return Space allocated to Operator and the other rental car operators pursuant to Section 3.04 of this Agreement shall be charged at the then-applicable rate for spaces in Ready/Return Area.
- c. For the space designated as the Service Area allocated to Operator pursuant to the provisions of Section 3.03 of Article 3 hereof, and the area used to store and dispense fuel, Operator shall pay County an annual rental which is the amount that is the product of the annual rental for said Service Area and the fraction, the numerator of which is the square footage of space within said Service Area allocated to Operator during said Agreement Year and the denominator of which is the total square footage of said Service Area for said Agreement Year. The annual rental for the Service Area for the initial Agreement Year is the sum of twenty thousand four hundred forty dollars and thirty-two cents (\$20,440.32) dollars. In addition to rent for facilities, this annual amount includes the estimated cost of electric service, lighting, and sump pump service for the Service Area. Operator and the other rental car operators shall pay for water and sewerage service for the Service Area. Monthly charges for water and sewerage shall be prorated equally to Operator and the other rental car operators. The monthly charge for water and sewerage shall be the cost of said service billed to the County plus an administrative charge of fifteen percent (15%).
- d. For the space designated as Overflow Parking, the rate will be fifty percent (50%) of the applicable Ready/Return Space rate per month.

7.03 Rental Adjustments - The rental rates for Counter/Office Space/Counter Queue Space shall be adjusted annually based on one hundred twenty-five percent (125%) of the annual signatory terminal rental rate per square foot per annum.

Ready/Return Space and the Rental for the Service Area for each subsequent Agreement Year shall be the greater of the change in the CPI over the prior Agreement Year or three

and one half of one percent (3.5%) applied to the prior Agreement Year's applicable rental rates.

7.04 Security Charge - Operator and the other car rental operators operating from Leased Premises on the Airport shall pay the County an annual Security Charge of three hundred thousand dollars (\$300,000), one twelfth, twenty five thousand dollars (\$25,000), of which is due and payable each month based on the percentage of Ready/Return Spaces allocated to each Operator compared to the total number of Ready/Return Spaces. This rate shall be increased in an annual basis by three percent (3%). In the event that County incurs any additional cost or expense to provide security services to Operator's Leased Premises or to Operator's vehicles or customers, including but not limited to those security services directed by the Transportation Security Administration (TSA) or the FAA, Operator shall reimburse County for said additional costs upon County's invoice.

7.05 Customer Facility Charge (CFC) - The following provisions have been included in this Agreement to delineate Operator's obligations to collect, deposit, safeguard, account for and remit Customer Facility Charges (CFCs) collected from Operator's customers pursuant to County Ordinance No. 10-16 adopted on November 16, 2010 (the "Ordinance"). In the event of a conflict between the following provisions and the provisions of the subject Ordinance, the provisions of the Ordinance shall control.

- a. County adopted Ordinance No. 10-16 on November 16, 2010, imposing a uniform CFC of \$3.75 per rental transaction day on rental car customers at the Airport. The CFC and the Ordinance may be changed or modified by County at any time by subsequent ordinance of the County. In the event that the CFC amount is changed by the County, any such change shall be sent to Operator and substituted as an Amendment to this Agreement not requiring execution by the Operator and County.
- b. Operator shall charge, collect, deposit, safekeep, remit and account for the CFCs required to be collected by the Ordinance at the times required therein (regardless of whether such amounts are actually collected). Operator shall not be entitled to any right of offset or otherwise to reduce CFC payments required herein. Operator shall remit all CFCs imposed regardless of any amounts that may be owed or due to the Operator by County.
- c. All CFCs collected by Operator shall be held in trust for the benefit of County and remitted to the County on a monthly basis along with detailed breakdown of the calculation of the amount due. Operator shall have only a possessory interest and not an equitable interest in CFC collections and revenue.

7.07 Agreement Security - In order to secure its performance under this Agreement, Operator shall comply with the following Agreement Security requirements:

- a. In order to guarantee the timely payment of all payments due by Operator under this Agreement, and to guarantee Operator's performance under this Agreement, Operator shall provide County, an Agreement Security in the form of an irrevocable standby letter of credit or performance bond in an amount equal to one hundred percent (100%) of Operator's Agreement Year Minimum Annual Guarantee,

Rentals, Security Charges and CFCs estimated to be remitted to County during the first Agreement Year. For the period from June 1, 2021 through September 30, 2021, the amount shall be the pro ration of the first Agreement Year projected amount. This Agreement Security shall be updated, based on the foregoing requirements, as to amount and renewed at least thirty (30) days prior to each Agreement Year. This Agreement Security shall be extended, or a new Agreement Security provided, to remain in effect for the twelve (12) months immediately following expiration or termination of this Agreement. Said Agreement Security shall be with a bank or financial institution approved by County's legal counsel and authorized to do business in the State of Florida.

- b. If Operator shall fail to make any payment due County or shall commit an event of default under this Agreement, County shall have the unqualified right to use such Agreement Security to pay any amount owed to County by Operator then due and payable or to apply the proceeds thereof to any cost or expense or damages incurred by County as result of Operator's default. In the event that any such Agreement Security or portion thereof is utilized, Operator shall replenish or provide a renewal or replacement Agreement Security within ten (10) calendar days of being notified so to do by County. County's rights under this Section 7.07 shall be in addition to all other rights and remedies provided to County under this Agreement.

7.08 Abatement of Minimum Annual Guarantee - If for any month during the term of this Agreement the number of Deplaned Passengers at the Airport is less than sixty percent (60%) of the Deplaned Passengers for the same month during the prior year, the Minimum Annual Guarantee payment for said month shall be suspended and Operator shall pay the Percentage Fee as its Concession Fee for said month. In the event that Operator's possession of the Leased Premises and rights to operate under this Agreement commence other than on the Commencement Date or expire or terminate, other than for a termination for Operator's default hereunder, at any time other than at the end of an Agreement Year, the Minimum Annual Guarantee shall be adjusted pro rata for the actual number of days Operator was in possession of the Leased Premises during said Agreement Year. Notwithstanding this paragraph or any other provision of this Agreement, County shall have the right to reimburse itself from the CFCs, when and if CFCs are available for such reimbursement, for any abatement of Minimum Annual Guarantee.

7.09 Minimum Annual Guarantee Annual Adjustments – Operator shall pay the Minimum Annual Guarantee submitted from October 1, 2021 through September 30, 2022. During each subsequent Agreement Year of Term of the Agreement, Operator shall pay the greater of the previous year's Minimum Annual Guarantee payment or eighty five percent (85%) of the Percentage Fee due the County in the previous Agreement Year. In no case during the Term of the Agreement, shall the annual payment to the County during any Agreement Year be less than the Minimum Annual Guarantee for the initial Agreement Year of this Agreement.

7.10 Additional Rent - If County has paid any sum or sums or has incurred any obligation or expense for which Operator has agreed to pay or reimburse County, or if County is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Operator to perform or fulfill any one or more of the

conditions, covenants and undertakings contained in this Agreement, Operator agrees to pay such sums or expenses, including all interest, costs, damages, and penalties, and agrees that the same shall be added to the next installment of rents due hereunder, and each and every part of the same shall be and become additional rents, recoverable by County in the same manner and with like remedies as if originally a part of the Rentals, Fees and Charges set forth in Sections 7.02 through 7.06 hereof. Notwithstanding this paragraph or any other provision of this Agreement, County shall have the right to reimburse itself from the CFCs, when and if CFCs are available for such reimbursement, for any additional rents not otherwise paid to County.

- 7.10 Taxes and Assessments - Operator shall pay all taxes, including any possessory interest tax, sales tax on payments made to the County subject to sales tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the State of Florida, Okaloosa County, or any other municipal corporation or other local government entity having jurisdiction over the Airport, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of Operator's Leased Premises, Concession Fees, Rentals, Security Charges, CFCs, and any other amount payable under this Agreement, or upon or in respect to any personal property belonging to Operator situated on the Leased Premises. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Operator directly to the taxing or assessing authority charged with collection thereof. County shall timely forward to Operator any assessment or tax notice received by County and payable by Operator.
- 7.11 License and Permit Fees - Operator shall also pay all fees associated with any and all licenses, permit, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Operator under this Agreement.
- 7.12 Operator's Rights to Contest - Operator may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Leased Premises, this Agreement or the Concession Fees, Rentals, Security Charges, CFCs, or any other payment under this Agreement as taxable or assessable property, directly against the taxing or assessing authority and Operator shall not be deemed to be in default under this Agreement for failure to pay any such tax or assessment pending the outcome of any such contest proceedings. County reserves the right to require Operator to provide such security as County's legal counsel determines necessary to assure that the tax and any costs related to the tax contest are promptly discharged upon final determination of said tax contest adverse to Operator.
- 7.13 Payments and Terminations - Upon the termination or expiration of this Agreement, all lawful taxes then levied or a lien upon any such property or any taxable interest under this Agreement, including the Leased Premises, this Agreement, or any Concession Fees, Rentals, Security Charges, CFCs, or any other payments hereunder shall be paid in full by Operator forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

ARTICLE 8

PAYMENT OF RENTALS, CONCESSION FEES, AND OTHER CHARGES

8.01 Manner of Payment - Operator agrees to pay all sums due under this Agreement, plus applicable sales tax and such other taxes as County may be required to collect on any payments made hereunder, in lawful money of the United States of America, without invoice, unless invoicing is otherwise required hereunder, without further notice or demand, without deduction or setoff, by check on an FDIC insured bank or trust company, made payable to Okaloosa County, which check shall be delivered, postage or other charges prepaid, to:

By U.S. Mail

Airports Director
Okaloosa County, Florida
Destin-Ft Walton Beach Airport
1701 State Road 85 North
Eglin AFB, FL 32542

By Express Mail or
Overnight Delivery:

Airports Director
Okaloosa County, Florida
Destin-Ft Walton Beach Airport
1701 State Road 85 North
Eglin AFB, FL 32542

Payment may also be made
to County by Wire Transfer
if so authorized by County
as follows:

SunTrust Bank

9-digit routing number 061000104

To Credit:

Okaloosa County
Account Number 0458210003824

or at such other place or by such other method as may hereafter be designated in writing by County.

8.02 Amounts due shall be payable as follows:

- a. Monthly Rentals for Counter/Office Space/Counter Queue Space, Ready/Return Space, and Service Area, Overflow Parking, and Security Fees, and one-twelfth (1/12) of the Minimum Annual Guarantee shall be paid in twelve equal monthly installments, in advance, not later than the first day of the month for which they are due.
- b. The amount by which the Percentage Fee for the preceding month exceeds one-twelfth (1/12) of the Minimum Annual Guarantee shall be paid to County by

Operator within fifteen (15) calendar days of the end of the month for which they are due.

- c. Other charges not fixed and determined in amount in advance, utility, tax and service charges, if any, and any other charges, payments, reimbursements and fees due under this Agreement and accruing in any month shall be paid by Operator within twenty (20) days of invoicing by County.
 - d. CFCs collected shall be remitted to County in accordance with the remittance requirements of County Ordinance No. 04-64, as the same may be amended from time to time, and Section 7.05 of Article 7 hereof.
- 8.03 Late Payments - If Operator fails to make payment of any Rental, Concession Fee, Security Charge, CFC or any other payment due County by the due date thereof, Operator shall pay to County, in addition to all other remedies available to County and all other payments to be made by Operator to County, a late charge equal to the lesser of one and one half percent (1-1/2%) per month or the maximum legal monthly interest charge allowed under Florida Law on the overdue amount and the costs of collection and attorney's fees incurred by County in attempting to obtain payment, plus an administrative fee of two hundred fifty dollars (\$250.00) per amount not paid.
- 8.04 County's Right to Set Off - County shall have the right to set off any past due amount(s) owed County by Operator by applying all or a portion of Operator's current payments to such past due amount(s). In the event County exercises its right of set-off, as aforesaid, it shall notify Operator of the set-off, including the amount thereof. Operator shall then promptly make payment to County of such sum as is needed to satisfy current amounts due.
- 8.05 Financial and Statistical Reports - Operator shall complete and file with the Airports Director no later than the twentieth (20th) day of each month, on forms provided by County, substantially in form and content as the statement attached as Exhibit E, a Certified Statement summarizing Gross Receipts, calculating the amount of Concession Fee due, and reporting Operator's rental days and rental transactions for the preceding month. Operator's payment for the additional Concession Fee shall accompany said certified statements.
- 8.06 Annual Audited Statement of Gross Receipts - Within ninety (90) calendar days of the end of each Agreement Year during the term of this Agreement or any renewal hereof, Operator shall submit to the Airports Director, in form and content acceptable to her or him, a "Schedule of Gross Receipts" for the Destin-Ft Walton Beach Airport for said Agreement Year, prepared in accordance with generally accepted accounting principles, accompanied by an opinion of an independent Certified Public Accountant. The opinions issued by an independent Certified Public Accountant shall be issued in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA. Said statement shall set forth the Gross Receipts, by component thereof as presented in the Certified Statement attached as Exhibit E, and the calculation of the Concession Fee for the Agreement Year as defined under this Agreement. If any such statement discloses that additional sums are due County, Operator

shall pay to County such additional sums with the submission of said statement to the Airports Director.

At the time of submission of said statement, County shall also recalculate Operator's Concession Fee for the Agreement Year. If Operator has paid more than the greater of eleven percent (11%) of Gross Receipts and the Minimum Annual Guarantee for the Agreement Year, the excess amount shall be refunded to Operator by County.

County shall have the right to rely on said certified reports in determining Operator's Concession Fees due hereunder. Operator shall have full responsibility for the accuracy of said reports. Late payments and payment deficiencies due to incomplete or inaccurate reports to County shall be subject to the late payment and late penalty charges as set forth in Section 8.03 hereof. The acceptance by County of any Operator payment shall not preclude County from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in Section 8.03 hereof.

8.07 Operator's Records

- a. Operator shall maintain, either at the Airport or elsewhere within Okaloosa County, books, records and accounts for its rental car concession granted under this Agreement, including computerized records, maintained in accordance with generally accepted accounting principles, generally accepted auditing standards, and the requirements of this Agreement recording Gross Receipts under this Agreement and providing for the determination and calculation of Concession Fees, Rentals, Security Charges, CFCs, and other payments to be made to County by Operator.
- b. Said books, records and accounts shall include detailed analyses listing all of Operator's transactions from operations at the Airport in the form of printed, written or electronic media. Operator's rental contract forms shall be sequentially numbered in a series designated for use only with this Agreement. Books and records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to, original rental contracts, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each rental transaction for the month, reconciliations between the financial records and monthly reports submitted to County, bank statements applicable to the operations of this rental car concession at the Airport, corporate trial balances, corporate contracts with corporate customers, annual audited financial statements and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Said books, records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Operator. For exclusions or adjustments to Gross Receipts, Operator's books and records shall include, but are not limited to, all agreements between Operator and corporate or volume customers establishing the customer's contractual rights to discounts and/or rebates, if such reduction is permitted by this Agreement, lists of all individual rental transactions with all corporate or volume customers, all

individual rental agreements with all corporate or volume customers, and documentation of said records supporting other reductions to Gross Receipts authorized pursuant to Section 1.16 of this Agreement.

- c. Operator shall cause to be installed in Operator's operating area, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales at the Airport related to Operator's Gross Receipts.
- d. In those situations where Operator's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Operator agrees to provide County with extracts of data files in a computer readable format on compact disks (CD), E-mail with attached files, or suitable alternative computer data exchange formats as requested by County.
- e. Each record and item of information required hereunder shall be maintained for a period of at least five (5) years from the date of creation and for such extended period as County requires in the event that there is an audit or litigation pending.

8.08 Audit of Operator's Books and Records

- a. County shall have the right to audit or authorize audits of Operator's book, records and accounts relevant to its operations of the rental car concession at the Airport. If either an annual audit or any other lesser period audit performed by County discloses an under reporting of Gross Receipts, Operator shall pay to County any amounts due under this Agreement within fifteen (15) calendar days of written notice by County, plus interest calculated in accordance with Section 8.03 of this Agreement. If an audit conducted by County or at County's direction discloses an under reporting of Gross Receipts by two percent (2%) or more for any twelve (12) month period, Operator shall reimburse County for the full cost of the audit, interest calculated in accordance with Section 8.03, any applicable legal fees and expenses and shall pay a penalty of ten percent (10%) of the under reported Concession Fee.
- b. Operator shall provide the name and telephone number of Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist County with its audit. Operator will also allow interviews of past and present employees who were involved in the financial or operational activities of Operator as part of the audit.
- c. Operator agrees to provide appropriate work space to conduct the audit and free access to office and equipment needed to conduct the audit. Operator will also make the requested original books and records available within ten (10) working days from the date of request by County or County's representative and will freely lend its own assistance in conducting the audit. If County has authorized Operator to keep such books and records outside the Airport or outside Okaloosa County and the same cannot be provided and made available locally, Operator agrees to reimburse County for expenses incurred in sending representatives to wherever such books and records

are maintained. Such expense will include transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Okaloosa County.

- d. Operator's duty to maintain books and records and County's rights under this Agreement to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9

OPERATOR'S OBLIGATIONS OF MAINTENANCE AND IMPROVEMENTS

9.01 Maintenance, Replacement and Repair - Operator shall, at its own cost and expense, maintain and repair all parts of Operator's improvements, equipment, fixtures and personal property installed or located on or at the Leased Premises, including Operator's computers and communications system, any Operator-installed connections to County-installed utility systems or property, and all other Operator's equipment and property whether or not any of the same is affixed or attached to such Leased Premises, Operator, in conjunction with the other rental car operators, shall also provide cleaning, general maintenance and refuse removal to a central collection point provided by the County for the Ready/Return Parking Areas and Service Area.

9.02 Alterations, Additions and Improvements

- a. Except as expressly provided for herein, Operator shall make no alterations, additions, or improvements to or installations on its Leased Premises (including, but not limited to, any work which could affect utility or other systems for which County is responsible) without the prior written permission of the Airports Director.
- b. Before the commencement of any such work, if required by the County, detailed plans and specifications, including any modifications or amendments thereto requested by County, shall be filed with and approved, in writing, by the Airports Director, or designee, and all governmental departments and authorities having jurisdiction thereover. All such work shall be done subject to and in accordance with the requirements of applicable law and regulations of all such governmental departments and authorities, and, where required, each affected public utility company.
- c. Such work shall be performed in a good and workmanlike manner by contractors and subcontractors authorized to work on the Airport by the County and in accordance with the plans and specifications approved for the same. At all times during such work, Operator shall have a copy of the approved plans and specifications on the construction site for inspection by County, if the same are herein required. Operator shall be required to replace any work which is not done in accordance with such plans and specifications as approved by the Airports Director.
- d. Subject to the provisions of Section 14.09, all alterations, additions or improvements at any time placed upon its Leased Premises by Operator shall be deemed to be and

become a part of the realty and the sole and absolute property of County upon completion; and, upon completion of any such alterations, additions, or improvements, Operator shall provide written documentation of the cost thereof to the Airports Director and shall give to the Airports Director a complete set of as-built drawings thereof, at Operator's sole cost, in such reproducible format, including electronic format, as the Airports Director may request.

- e. Operator shall promptly pay all claims made against County and discharge all liens filed or which exist against the Leased Premises, any other portion of the Airport, or Operator's trade fixtures or trade equipment arising out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Operator, its contractors, subcontractors or materialmen. However, Operator shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement. In the event that County's legal counsel reasonably determines that security is required to guarantee discharge of said claim or lien in the event that said claim or lien is finally determined against Operator, County shall provide Operator with written notice of such determination. Within ten (10) calendar days of said notice, Operator shall provide such security, in such form and amount as is reasonably satisfactory to County's legal counsel. County shall give timely notice to Operator of all such claims and liens of which it becomes aware.

9.03 Conduct - Operator, its employees, passengers, guests, licensees, invitees, and independent contractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport or to violate any of County's present or future written or published policies, rules, or regulations. Upon notification by County of any violation of the provisions of this Section 9.03, Operator shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly or improper conduct.

9.04 Performance by County upon Failure by Operator - If Operator fails to perform any obligation required by Sections 9.01 or 9.02 of this Article 9, County shall give Operator written notice of such failure. If Operator fails to perform such obligation within thirty (30) calendar days of receipt of such notice, or if such obligation cannot with due diligence be performed within such thirty (30) calendar day period, and Operator has failed to immediately commence and diligently pursue performance thereof upon receipt of such notice, County may perform such obligation of Operator, and charge Operator for the cost of County's performance, including a charge of fifty percent (50%) representing County's overhead, plus a reasonable administrative charge representing County's fee for managing the same, plus attorneys' fees or costs of legal counsel, if performed by County's legal counsel.

ARTICLE 10

OBLIGATIONS OF COUNTY

10.01 Operation and Maintenance

- a. Except at otherwise provided in this Agreement, County shall operate and maintain the Airport and the Terminal Building and shall keep the Airport, including the Terminal Building and County-installed Terminal Building equipment and fixtures, in good condition and repair. County's obligation with respect to the Terminal Building shall include responsibility for all roof maintenance and all structural maintenance and the maintenance of the heating, ventilating and air conditioning systems, the electrical system, and the plumbing and sewage system up to their point of entry to Operator's Leased Premises or attachment to Operator's equipment, except for those parts of the Leased Premises and those maintenance obligations for which Operator is responsible pursuant to Article 9 hereof. County's maintenance obligation with respect to the Terminal Building shall also include custodial and general maintenance of the public areas of the Terminal Building and Operator's Counter/Office Space/Counter Queue Space. County shall maintain a centralized refuse removal system and contractor for the Airport and Operator shall pay its pro-rata share of the cost therefor through monthly charges from County.
- b. County shall provide required structural repairs to the Ready/Return Parking Area and Service Area and provide electrical service and lighting to the extent currently provided at said lots. The cost of electric service for the Ready/Return Areas and Service Area is included in the Rental.
- c. County shall cause electricity, air conditioning, heat, sewerage disposal and water to be supplied to Operator's Leased Premises in the Terminal Building and to such public areas of the Terminal Building presently having such service. County may charge Operator separately for County's costs of any utility requirements and uses resulting from special demands of Operator or for special utilization equipment. County shall not be responsible for disruptions in service due to failure of utility suppliers or other causes beyond County's control.

10.02 Leasehold Improvements

- a. Except as may otherwise be specifically provided for herein, County shall make no other improvements, repairs, renewals or replacements to the Leased Premises.

ARTICLE 11

RULES AND REGULATIONS; COMPLIANCE WITH LAWS

- 11.01 Rules and Regulations - Operator shall comply with and shall cause its employees, passengers, guests, invitees, agents and independent contractors to comply with all of County's rules and regulations and the Airports Director's operating directives with

respect to the safe, prudent, or orderly conduct, use or operation of the Airport, as such rules, regulations and operating directives currently exist and as they may be hereafter enacted or amended from time to time in the future.

11.02 Observance and Compliance with Laws

- a. Operator shall, in connection with its rights and obligations hereunder, observe and comply with all laws, statutes, ordinances and regulations of all governmental authorities having jurisdiction, and shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, and ordinances, including but not limited to all rules, regulations and directives of the Federal Aviation Administration.
- b. Operator agrees to make part of and incorporate into this Agreement by reference or by setting forth at length, at the option of County, any and all statutes, rules and regulations, and assurances and covenants required pursuant thereto, the incorporation of which may now or hereafter be required by the Federal Aviation Administration or other federal agency or by the State of Florida; provided, however, that nothing herein shall be construed to limit or diminish the right of Operator, at its own cost, risk and expense, to contest the same, by appropriate judicial or administrative proceeding.

11.03 Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE 12

DAMAGE OR DESTRUCTION

- 12.01 Damage - Should Operator's Leased Premises, or any portions thereof, or buildings or structures on which such Leased Premises may be a part, be damaged by fire or other casualty, and if the damage or buildings or structures of which said Leased Premises are a part, is repairable within ninety (90) calendar days from the date of the occurrence, the Leased Premises shall be repaired with due diligence by County and, provided that the damage is not due to the negligence of Operator, the Rentals allocable to the particular Leased Premises, or portions of the Leased Premises rendered untenable, for the period from the occurrence of the damage to the completion of repairs, shall be abated.
- 12.02 Destruction - Should said Leased Premises or any portions thereof or buildings or structures of which said Leased Premises may be a part, be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within ninety (90) calendar days after the occurrence, County shall have the option to terminate this Agreement to the extent that it shall apply to the particular Leased Premises so rendered untenable. In the event that this Section shall become applicable, County shall notify Operator within thirty (30) calendar days after the happening of any such damage whether County has elected to continue the Agreement in effect as to the premises damaged or destroyed or to terminate it. Said notice shall advise Operator of County's estimated schedule for completion of repair and restoration and identify to Operator reasonably adequate substitute premises to be provided to Operator pending reconstruction of the damaged or destroyed Leased Premises. If repairs are estimated to take more than one hundred eighty (180) calendar days to complete, and County is not able to provide Operator reasonably adequate substitute premises for the premises damaged and destroyed pending reconstruction, and said premises are essential to the operation of Operator's rental car concession Operator may terminate this Agreement by providing written notice to County within ten (10) calendar days of receipt of notice from County as aforesaid. If County shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises, and, so long as the damage is not due to the negligence of Operator, the rentals allocable to the particular Leased Premises rendered untenable, for the period from the occurrence of the damage to the completion of the repairs, shall be abated and Operator

shall pay County a reasonable rental for the substitute premises provided during reconstruction.

ARTICLE 13

INDEMNIFICATION AND INSURANCE

13.01 General Indemnification – To the fullest extent permitted by law, Operator shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Operator and other persons employees or utilized by the Operator in the performance of this Agreement.

13.02 Insurance Requirements - Operator shall, at its own cost and expense, procure and maintain in effect the following minimum insurance coverages at all times during the term of this Agreement, and, prior to or contemporaneously with the execution of this Agreement, shall deliver to Okaloosa County, Florida (the Certificate Holder), 602-C North Pearl Street, Crestview, FL 32536, certificates of insurance, issued by a company or companies eligible to do business in the State of Florida, of recognized financial responsibility, evidenced by a minimum A.M. Best rating A+, Class X or higher in the Best’s Key Rating Guide, and reasonably satisfactory to County evidencing the following coverage for Operator:

- a. Workers Compensation and Employers Liability Insurance for all employees engaged in operations under this Agreement. The limits of coverage shall be not less than:
 - 1. Workers’ Compensation - Florida Statutory
 - 2. Employer’s Liability -
 - \$1,000,000 - Limit Each Accident
 - \$1,000,000 - Limit Disease Aggregate
 - \$1,000,000 - Limit Disease Each Employee

The insurance secured and maintained by Operator shall provide Workers’ Compensation insurance for all of its employees employed for the concession or any site connected with the work, including supervision, administration or management, of this concession. No class of employee shall be excluded from the Workers’ Compensation insurance coverage. In case any work is sublet, Operator shall require the subcontractor similarly to provide Workers’ Compensation insurance for all employees employed at the site of the concession, and such evidence of insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County. Workers’ Compensation coverage shall include a waiver of subrogation in favor of Okaloosa County, Florida.

- b. Commercial General Liability Insurance coverage which shall include, but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Products and Completed Operations Coverage Liability

Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Commercial General Liability Insurance shall be maintained for a period of not less than three (3) years following final operations of Operator under this Agreement. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability	\$5,000,000 Combined Single Limit Each Occurrence
Fire Legal Liability	\$1,000,000

- c. Business Automobile Liability Insurance covering the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. Limits of coverage shall be not less than:

Bodily and Personal Injury and Property Damage Liability	\$2,500,000 Combined Single Limit Each Occurrence
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- d. Pollution and Environmental Contamination Insurance coverage covering both sudden and accidental and non-sudden and non-accidental pollution and environmental contamination shall be provided. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability	\$5,000,000 Combined Single Limit Each Occurrence
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- e. Each certificate of insurance required and provided hereunder shall be in the form and substance acceptable to the County and shall meet each and every one of the following requirements:

1. The certificate shall be issued by an authorized representative of the insurance company shown on the certificate and shall provide that the coverages referred to therein shall not be terminated, modified or not renewed until County has received thirty (30) calendar days advance written notice thereof.

2. The certificates of insurance, or an attachment thereto, shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of ten thousand dollars (\$10,000) will not be accepted unless specifically approved in writing by County. All deductibles or SIRs, whether approved by County or not, shall be the Operator's full responsibility.

3. In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Operator shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the County a replacement certificate.

4. Each certificate and policy providing liability coverage shall name Okaloosa County, Florida, as additional insured under the policies. The definition of “Insured” or “Additional Insured” under Operator’s policy or policies of insurance shall include subcontractors, subcontractors to subcontractors, and any associated or subsidiary companies of the Operator that are involved and which are part of the concession or this Agreement.
 5. Each of the aforementioned certificates shall provide that the policies shall be primary to any other policies of insurance or self-insurance maintained by County.
 6. The acceptance or delivery to County of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by County that the insurance requirements in this Agreement have been met.
 7. The County shall retain the right to reject all insurance contracts or certificates that do not meet the requirements of this Agreement.
 8. Operator shall deliver to the Purchasing Manager, thirty (30) calendar days before the date of the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified.
 9. No operations shall commence or continue by Operator at the Airport unless and until the required certificates of insurance are in effect and approved by County. In addition, Operator shall not allow any subcontractor (approved by County) to commence work under said subcontract unless and until all insurance required of said subcontractor has been received and approved by County.
- f. Upon the reasonable request by County, Operator shall provide a certified, true and exact copy of any insurance policy required hereunder requested by County. Operator authorizes County to confirm with Operator’s insurance agents, brokers and insurance companies all information furnished County as to its compliance with its insurance requirements, including any impairment to the aggregate limits of any policy.
- g. If any insurance policy provided under this Agreement contains an aggregate limits, it shall contain a provision or endorsement providing that the insurance coverage and limits provided under this Agreement shall not be subject to said aggregate limits for this Airport location and this Agreement.
- h. The insurance coverages and limits required of Operator under this Agreement are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Operator. Operator retains the responsibility for assessing its total liability and physical risk exposures and managing these exposures, including the purchase of such additional insurance as may be required.

- i. If at any time County requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to County.
- j. Failure by Operator to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Operator from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations (including but not limited to those of indemnification) of Operator contained herein.
- k. Operator agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) calendar days of the Operator's knowledge, the Airports Director shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Operator becomes aware of the incident or claim. A detailed written report is to be made within ten (10) calendar days.
- l. Operator shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance for its Leased Premises or any other part of the Airport. Further, if Operator shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the premiums for insurance for such Leased Premises or the Airport, Operator shall pay the amount of such increase, pursuant to invoices from County.
- m. County shall have the right at the conclusion of each Agreement Year hereunder, upon the written recommendation of its Risk Management Director, to modify or alter insurance coverages and limits required hereunder upon thirty (30) calendar days written notice to Operator. Upon being given notice by County of said modifications and alterations, Operator shall promptly comply with said revised insurance requirements.

ARTICLE 14

TERMINATION AND DEFAULT UNDER AGREEMENT

- 14.01 Termination by County - Except as otherwise specifically provided for in this Agreement, the following provisions shall control termination of this Agreement by County. If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, immediately and without prior notice of default, terminate the lettings, licenses and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) calendar days after mailing:
- a. Operator shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take

the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors; or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Operator under any chapter of the Code;

- b. By order or decree of a court, Operator shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Code or under any other law or statute of the United States or any State thereof and such order or decree shall not be stayed or vacated within thirty (30) calendar days of its issuance;
- c. A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against Operator and shall not be dismissed or stayed within thirty (30) calendar days after the filing thereof;
- d. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Operator and such possession or control shall continue in effect for a period of thirty (30) calendar days;
- e. Operator shall become a corporation in dissolution;
- f. The letting, license or other interest of or rights of Operator hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Paragraphs (a) through (e) of this Section 14.01; or
- g. Operator shall fail to maintain in effect the Agreement Security required in the amount specified in Section 7.07 or the insurance required by Section 13.02 of this Agreement;
- h. Operator shall fail on three separate occasions during any twelve consecutive month period to make any Concession Fee, Rental, Security Charge, CFC or any other payment to County when due;
- i. The failure of Operator to comply with one or more obligations under this Agreement when required (including the requirement to have an adequate fleet of vehicles available for rental by customers and/or maintained, cleaned, and sanitized properly) on three (3) separate occasions during any twelve (12) month consecutive period;
- j. Operator shall voluntarily discontinue its rental car business at the Airport for a period of thirty (30) consecutive days or, after exhausting or abandoning any further

appeals, Operator shall be prevented for a period of ninety (90) consecutive days by action of any governmental agency, other than County, from conducting its rental car business at the Airport, except with respect to any such governmental action affecting operators generally at the Airport.

- 14.02 Merged Corporation - If Operator shall become a merged corporation in a merger or a constituent corporation in a consolidation which is prohibited pursuant to Section 15.01 and Section 15.05, County may, at its option, terminate the lettings, licenses and other rights of Operator hereunder upon ten (10) calendar days prior written notice of termination sent by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) calendar days after mailing.
- 14.03 Default for Non-Payment - If Operator shall fail to duly and punctually pay any Concession Fee, Rental, Security Charge, or CFC required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to County pursuant to this Agreement, then County may, if such default is not cured within ten (10) calendar days after receipt of written notice thereof with respect to such non-payment of said Concession Fee, Rental, Security Charge, or CFC and thirty (30) calendar days with respect to the non-payment of any other fee or charge, at its option, terminate the lettings, licenses and other interests and rights of Operator hereunder, by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed.
- 14.04 Additional Events of Default - If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, terminate the lettings, licenses, and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed:
- a. A lien shall be filed against the Leased Premises or any portion thereof because of any act or omission of Operator, and shall not be discharged within thirty (30) calendar days after receipt of notice or other knowledge thereof by Operator, unless Operator shall within the aforesaid thirty (30) calendar days after receipt of notice or other knowledge thereof by Operator furnish to County security in such form and as County's legal counsel shall prescribe to protect the interests of County; or
 - b. Operator shall fail to keep, perform and observe any term, condition, provision, warranty or covenant of this Agreement for a period of thirty (30) calendar days after written notice specifying such failure is given to Operator by County; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) calendar day period, shall not give rise to County's right to terminate this Agreement if corrective action is instituted by Operator within the applicable period and diligently pursued until the failure is remedied.

- 14.05 County Rights Upon Default - Notwithstanding any other provision in this Agreement, Operator agrees that upon any default in payment under this Agreement or upon the failure by Operator to comply with any other term, condition, provision, warranty or covenant hereof and Operator's failure in each case to cure such default or failure within any applicable grace period granted hereunder, County may:
- a. Terminate this Agreement without discharging any of Operator's obligations hereunder and exclude Operator from its Leased Premises and the Airport;
 - b. Without terminating this Agreement, exclude Operator from its Leased Premises and use its best efforts to lease such Leased Premises to another rental car Operator holding an executed Agreement with the County and in compliance with the terms and conditions of that Agreement, holding Operator liable for all Operator's Concession Fees, Rentals, Security Charges, CFCs and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of Operator's Concession Fees, Rentals, Security Charges, CFCs and other amounts payable by Operator under this Agreement for the remainder of the term of this Agreement over the Concession Fees, Rentals, Security Charges, CFCs and other amounts which are paid by such new Operator under such new agreement; and
 - c. From time to time, take whatever action at law or in equity appears necessary or desirable to collect Operator's Concession Fees, Rentals, Security Charges, CFCs and any other amounts payable by Operator hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Operator under this Agreement.
 - d. It is understood and agreed that the rights and remedies set forth in this Section 14.05 shall be in addition to all other rights and remedies which are or may be available to County at law or in equity.
- 14.06 County Rights Cumulative - All the rights and remedies hereinbefore given to County shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive County of any of County's rights or remedies or actions against Operator for Concession Fees, Rentals, Security Charges, CFCs or other payments due hereunder or any other amount due or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Operator's Concession Fees, Rentals, Security Charges, CFCs or any other payment due hereunder on breach of covenant, or the resort to any other right or remedy herein provided for the recovery of Operator's Concession Fees, Rentals, Security Charges, CFCs or any other amount due be construed as a waiver of the right to obtain possession of the Leased Premises.
- 14.07 Operator's Rights Upon County Default - Operator's sole remedy for any County default under this Agreement shall be an action in contract for damages or an action seeking specific performance by County. Operator waives its right to a trial by jury.
- 14.08 Change of Agreement Term - Notwithstanding the provisions of this Article 14 hereof automatically, and immediately upon any occurrence of an event of default described in Sections 14.01(a) through (f) hereof, the term of this Agreement shall convert to month-

to-month, commencing on the date of the automatic conversion, and in addition to its rights under this Article 14, either party shall have the right to terminate the Agreement upon thirty (30) calendar days written notice from County to Operator, or from Operator to County.

The conversion of the term of this Agreement pursuant to this Section 14.08 shall not discharge any of Operator's obligations hereunder nor affect any of County's other remedies set forth herein.

- 14.09 Removal of Operator's Property - The personal property placed or installed at or on the Airport by Operator, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Operator and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof at Operator's sole risk and expense. Any damage to the Leased Premises or the Airport or any portion thereof resulting from such removal shall be paid for by Operator. In the event of termination of this Agreement, Operator shall have ten (10) calendar days after such termination during which to remove such property. However, County shall have the right to assert such lien or liens against said property as County may by law be permitted. So long as any such property remains in the Leased Premises or on the Airport, Operator's obligation to pay Operator's Concession Fees, Rentals, Security Charges, CFCs or other payments due County shall continue.

If Operator's property is not removed as herein provided, County may, at its option, after written notice to Operator and at Operator's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in County's possession and after the expiration of thirty (30) calendar days sell the same, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Operator to County, and any balance remaining shall be paid to Operator.

- 14.10 No Waiver by County - A failure by County to take any action with respect to any default or violation by Operator of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of County to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by County of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of County pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

- 14.11 Agreement to Pay Attorneys' Fees and Expenses - When an event of default by Operator has occurred and County retains attorneys (or uses the services of County counsel) or incurs other costs and expenses for the collection of Concession Fees, Rentals, Security Charges, CFCs or other payments due hereunder, or for the enforcement or performance or observance of any covenant or obligation or agreement on the part of Operator herein contained, and if County is successful in obtaining judgment against Operator, or in obtaining a settlement with Operator, Operator shall pay to County the fees and expenses

of such attorneys and such other costs and expenses incurred by County in taking such action.

ARTICLE 15

ASSIGNMENT, SUBLEASE AND TRANSFERS

- 15.01 Prohibition Against Assignment and Sublease - Operator covenants that it shall not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber the Leased Premises or any part thereof, this Agreement or any part thereof, or any rights of Operator hereunder or allow the use of such Leased Premises or any rights hereunder, in whole or in part, without the prior written consent of County. Consent by County to any type of transfer described in this Section 15.01 or elsewhere in this Agreement shall not in any way be construed to relieve Operator from obtaining further authorization from County for any subsequent transfer of any nature whatsoever.
- 15.02 Operator's Survival Obligations - Notwithstanding any assignment, sublet or any other transfer of the Leased Premises under this Agreement, or any rights hereunder, Operator shall remain fully liable for the payment of all of its Concession Fees, Rentals, Security Charges, CFCs and other payments due County under this Agreement and fully responsible for the performance of all of its other obligations hereunder, unless and to the extent that County provides a specific written release to Operator in its written consent provided pursuant to Section 15.03 hereof.
- 15.03 Request for Assignment/Sublease - Any and all requests by Operator seeking authorization under Section 15.01 shall be made in writing by certified mail to the Airports Director at County's address set forth in Section 17.06 of this Agreement. Such request must provide adequate financial information of the proposed assignee / sublessee so that the County may determine, in its reasonable judgment, that the proposed assignee / sublessee is financially qualified to meet the terms and conditions of this Agreement.
- 15.04 Unauthorized Assignment or Sublease - If any transfer of Operator's interest hereunder shall occur, whether or not prohibited by Section 15.01 or Section 15.05, County may collect Concession Fees, Rentals, Security Charges, CFCs and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator, and in such event shall apply the net amount collected to Concession Fees, Rentals, Security Charges, CFCs and any other payments payable by Operator hereunder this Agreement without such action by County releasing Operator from this Agreement or any of its obligations hereunder. If any transfer prohibited by Section 15.01 or Section 15.05 shall occur without authorization of County and County collects Concession Fees, Rentals, Security Charges, CFCs and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator and applies the net amount collected in the manner described in the preceding sentence, such actions by County shall not be deemed to be a waiver of the covenant contained in Section 15.01 or Section 15.05 or constitute acceptance of such assignee, sublessee or transferee by County or release Operator from this Agreement or any of its obligations hereunder.

- 15.05 Change of Control - Any other provision of this Article 15 or any other provision of this Agreement notwithstanding, any transfer in control of Operator's entity structure, whether by action of Operator or by operation of law, shall likewise require approval and consent of County pursuant to Section 15.01 hereof. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Operator's stock (if a corporation) during any 12-month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of Section 15.01 enabling County to exercise any and all rights of County under Section 15.04.

ARTICLE 16

GOVERNMENT INCLUSION AND GOVERNMENTAL COVENANTS

- 16.01 Provisions Relating to Issuance of Bonds - Operator shall comply with the following provisions related to the issuance of bonds by County:
- a. This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to any lien, covenants (including the rate covenants), and provisions of the pledge, transfer, hypothecation, or assignment made or hereafter made by County in any trust indenture, ordinance or resolution under which bonds are issued for the Airport, including any amendments and supplements thereto. County and Operator agree that to the extent granted or required by any trust indenture, ordinance, resolution, or law, the holders of the bonds or their designated representatives shall have the right to exercise any and all rights of County hereunder.
 - b. Operator understands that County may issue bonds in the future, the interest on which is intended to be excludable from gross income from the holders of such bonds for Federal income tax purposes under the Internal Revenue Code of 1986, Operator agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises or own equipment provided in conjunction therewith, if the act or failure to act may cause County to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Operator take, or persist in, any action or omission which may cause the interest on the tax-exempt bonds either (1) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (2) to become subject to the alternative minimum tax (AMT) for Federal income tax purposes if such bonds were not originally subject to said tax.
 - c. Operator agrees that in connection with any issuance of bonds by County, upon reasonable advance written request, Operator will deliver to County a statement in writing certifying:

1. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
 2. that County is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
 3. such further matters as may be reasonably requested by County, it being intended that any such statement may be relied upon by the parties involved in such issuance of bonds.
- d. Operator agrees that upon the request of County, Operator will provide to County such information with respect to Operator as County deems reasonably necessary in order for County to comply with the requirements of Rule 15c2-12, as amended (the "Rule"), under the Securities Exchange Act of 1934, as amended (the "Act"). Operator agrees that, if at any time while bonds remain outstanding, Operator is no longer complying with the reporting requirements under the Act and if Operator is an "obligated person" as defined in the Rule, Operator will provide to County such information with respect to Operator as is necessary in order to comply with the Rule.

16.02 County Right to Improve Airport

- a. County has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, the Terminal Building and other Airport facilities, regardless of the desires or views of Operator and without interference or hindrance from Operator and without any liability to Operator; and County may continue to so develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, Terminal Building and other Airport facilities throughout the Term of this Agreement.
- b. Upon reasonable notice, during Operator's normal business hours, County shall have the right to enter Operator's Leased Premises to perform any of County's obligations hereunder, exercise any of its rights hereunder or in the exercise of its governmental functions, or in the event of any alteration, improvement or construction on, adjacent to or in the vicinity of Operator's Leased Premises, for purposes related thereto. Notwithstanding the foregoing, in an emergency, County shall have the absolute right to enter Operator's Leased Premises to perform or exercise any of the aforementioned obligations or rights.
- c. In addition to those rights reserved by County in Section 16.02 (a) and (b) above, County reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, change, alter or modify Operator's Leased Premises for purposes of maintaining or constructing improvements, modifications or expansions to the Airport, provided that:
 1. At least sixty (60) calendar days prior written notice of any such action is given by County to Operator.

2. Reasonably convenient and equivalent alternative premises and adequate means of ingress and egress thereto shall be made available to Operator. Such alternative premises shall be subject to Operator's reasonable approval.
3. Operator shall continue to pay all Concession Fees, Rentals, Security Charges, CFCs and all other payments applicable under this Agreement with respect to its Leased Premises during any such relocation (adjusted for any decrease in square footage); provided, however, that County shall reimburse Operator through the CFC fund balance any reasonable costs associated with any necessary relocation and any loss of Rentals or Security Charges.

16.03 Reservation of Air Navigation Rights - County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including but not limited to Operator's Leased Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport. This reservation of air navigation rights is with respect to County's operations authorized under its joint use agreement with the United States of America.

16.04 Nondiscrimination - To the extent that the following provisions are applicable to Operator's Leased Premises or activities at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with said provisions:

- a. Operator agrees that in the operation of its rental car concession at the Airport, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the public at the Airport.
- b. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Article 14 of this Agreement.

- c. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the land, that:
1. No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 2. In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination
 3. Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Section 14 of this Agreement.

- d. Operator assures County that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by said Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of Federal Regulations, Subpart E, to the same effect. Operator assures that it shall furnish to the United States government or County, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

16.05 Accessibility of Physically Handicapped - To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Leased Premises and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Leased Premises or the Airport or any part

thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards (“UFAS”) and/or the American National Standards Institute “Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped” (ANSI A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

16.06 Disadvantaged Business Enterprise Program - In the event that Operator is not certified by County as a Disadvantaged Business Enterprise, Operator shall, to the extent possible, use or obtain the services, goods and products, including its vehicle fleet, from Disadvantaged Business Enterprises (DBEs) as defined in 40 CFR Part 23, and as certified by County or by the Florida Department of Transportation acting on behalf of County, in the conduct of its business and operations at the Airport; in order to enable it to achieve the DBE goal included within its bid to County. Operator agrees that for each year during this Agreement, Operator will make a good faith effort to purchase services, goods and products from DBEs in aggregate which will equal or exceed Operator’s goal for each Agreement Year under this Agreement as set forth on Exhibit F attached hereto. In order to ensure compliance with the foregoing DBE requirement, Operator agrees to the following:

- a. Within sixty (60) calendar days after award of this Agreement by County, and by October 1 of each succeeding Agreement Year of the term, Operator will furnish to County’s DBE Officer at the Airport the final program it will be utilizing during the next twelve-month period to achieve its DBE goal, including the names and certifications of the DBEs it plans to utilize. Only those firms which have been certified as DBEs under the County’s or FDOT’s program may be counted toward the DBE goal. If a DBE must be replaced for any reason, Operator agrees that it will be replaced with another DBE or, if not replaced with a DBE, Operator shall demonstrate to County it made a good faith effort to do so.
- b. Within ninety (90) calendar days after the end of each Agreement Year and by November 20th of each succeeding Agreement Year of the term, Operator will furnish County with a report certified by an officer of Operator’s corporation, showing Operator’s total Gross Receipts at the Airport for said Agreement Year and Operator’s total purchase of services, goods and products for business at the Airport during that twelve (12) month period, and the percentage of such purchases made from DBEs, and the exact amount paid to each DBE, by name. Additional information to be provided to the Airport includes: DBE contact information (name, address, phone number, etc.) as well as race/gender information as denoted in 49 CFR Part 23. Each DBE’s certification shall also be referenced in said report.
- c. Should the report show that Operator did not meet its goal, then Operator shall also furnish with the report a detailed description as to why it was not met, along with documentation of its good faith efforts.

- d. If Operator fails to meet the established goal for any Agreement Year and fails to demonstrate good faith efforts to meet the goal, then Operator shall be in default under this Agreement.
- 16.07 DBE Assurance - Operator shall comply with the following assurances required by Title 49, Part 23 of the Department of Transportation Regulations (“49 CFR Part 23”):
- a. This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. The Operator, concessionaire or contractor, agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - b. The Operator, concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 40 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.
- 16.08 Passenger Facility Charge Regulation - To the extent that the provisions of 14 CFR Part 158 (the “Passenger Facility Charge Regulation”) or any assurance issued pursuant thereto is or becomes applicable to the Leased Premises or Operator’s activities under this Agreement, Operator agrees to comply with the requirements of said Passenger Facility Charge Regulation and any applicable assurance issued pursuant thereto.
- 16.09 Prohibition Against Exclusive Rights - It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide rental car services to the public, and County reserves the right to grant to others the privileges and right of conducting any or all activities related to the operations of a rental car concession.
- 16.10 Government Inclusion - Operator covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between County and the United States Government, including the County’s agreements with the United States Air Force relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport or the continued operation or certification of the Airport.
- 16.11 Compliance with Environmental Laws - Operator covenants, represents, and warrants that in conducting any activity or business on the Leased Premises or at the Airport, or in conducting any operation or performing any work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:
- a. Operator shall obtain and maintain all Environmental Permits required for it to conduct its activities and business on the Leased Premises and at the Airport.
 - b. At County’s request, Operator shall make available to County for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and

materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to environmental issues, Environmental Laws or Environmental Permits, pertain to the Airport or the Leased Premises, and would be discoverable in litigation.

- c. County and its representatives shall have access to the Leased Premises upon prior notice to inspect the same in order to determine if Operator is using the Leased Premises in accordance with all Environmental Laws and Environmental Permits. Operator agrees to fully cooperate with any such inspections, provided that such inspections shall not unreasonably interfere with Operator's operations. Upon receipt of written notification of noncompliance or upon assertion of a claim by a third party, and at the request of County, Operator shall conduct such testing and analysis as County deems reasonable to ascertain whether Operator is using the Leased Premises in compliance with all Environmental Laws and Environmental Permits. Any such tests shall be conducted by qualified independent experts chosen by Operator, but who shall be subject to County's approval, which shall not be unreasonably withheld. Operator shall provide to County copies of all reports prepared by such experts within a reasonable time after Operator receives each such report.
- d. If Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required remediation, County may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to County, enter the Leased Premises and take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit.
- e. In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors, and which is required by an applicable Environmental Law or County Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Leased Premises or the Airport, or in the event any claim, demand, complaint, or action is made or taken against Operator that pertains to the environment at the Leased Premises or the Airport, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify County of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide County with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Leased Premises or the Airport, Operator shall simultaneously provide a copy of such notice or report to County.
- f. Operator shall undertake all necessary steps to remedy and remove any environmental pollution, contamination, condition, or damage to the extent caused

by or resulting from the activities, conduct or presence of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors on the Leased Premises or at the Airport, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Leased Premises or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be after Operator submits to County a written plan for completing such work and receives the prior approval of County, which shall not be unreasonably withheld. County shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any environmental remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

- g. Notwithstanding the obligations imposed on Operator in Paragraph (f) of this Section of the Agreement, County and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to mediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause environmental pollution, contamination, or damage at, under or about the Leased Premises or the Airport. Operator agrees to cooperate with any and all such actions.
- h. County shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence on the Leased Premises or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by County or its employees.

16.12 Operator's Environmental Indemnity -With respect to Environmental Laws and Environment Permits, Operator agrees as follows:

- a. Without in any way limiting Operator's obligations under Article 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, which

may be incurred in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity, conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit.

- b. All rights and remedies of County as provided in this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and County's right to indemnification as provided under this Section shall survive the termination of this Agreement."

16.13 Stormwater - Operator shall comply with the following provisions with respect to stormwater management at or from the Airport:

- a. Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airport, or on County-leased land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport property and uses thereof.
- b. County and Operator will cooperate to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.
- c. County will invite Operator to participate in discussions with the Florida EPA, the United States of America EPA, or the United States Air Force regarding discharge permit requirements and shall provide Operator with written notice of any stormwater discharge permit requirements applicable to Operator and with which Operator will be obligated to comply from time to time, including certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Operator agrees to undertake, at its expense, unless otherwise agreed to in writing between County and Operator, those stormwater permit requirements for which it is reasonably responsible and for which it has received written notice from County and which are applicable exclusively to Operator, and Operator agrees that it will hold harmless and indemnify County for any violations or non-compliance by Operator with any such permit requirements for which it has undertaken.

ARTICLE 17

GENERAL PROVISIONS

- 17.01 Quiet Enjoyment - To the extent of its authority to provide the same under the lease between the United States of America and the County, and to the extent permitted under the lease and/or joint-use agreement, County covenants that, if Operator shall perform all obligations and make all payments as provided herein, Operator shall peaceably have and enjoy the Leased Premises and all the rights, licenses, privileges, appurtenances, and facilities granted herein; provided, however, that the foregoing covenants shall be binding on County only so long as it is the operator of the Airport and has the authority to make this covenant under the foregoing agreements.
- 17.02 Surrender - Operator covenants and agrees to yield and deliver peaceably to County possession of the Leased Premises on the date of the cessation of the letting hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as at the commencement of the letting, or, if improved, in as good condition as of the completion date of the last improvement made to the Leased Premises, excepting reasonable wear and tear.
- 17.03 Force Majeure
- a. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of County or Operator hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of County or Operator to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Operator's obligations to make payments of Concession Fees, Rentals, Security Charges, CFCs and any other payments when due to County pursuant to this Agreement.
 - b. County shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction. County shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Airport and Operator shall fully cooperate with County in these efforts.
- 17.04 No Co-Partnership or Agency - It is understood and agreed that nothing herein contained, including but not limited to County receiving Percentage Fee payments from Operator, is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties hereto, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever.

- 17.05 No Personal Liability - No past, present or future officer, member, official, director, agent or employee of either party or the United States of America shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.
- 17.06 Notices - Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County and Operator at the following addresses:

by U.S. Mail

COUNTY

Airports Director
Destin-Ft Walton Beach Airport
1701 State Road 85 North
Eglin AFB, FL 32542

Cc:
Okaloosa County Purchasing Manager
5479A Old Bethel Road
Crestview, FL 32536
(850) 689-5960

OPERATOR

by Overnight Delivery

COUNTY

Airports Director
Destin-Ft Walton Beach Airport
1701 State Road 85 North
Eglin AFB, FL 32542

OPERATOR

or to such other person or address as either County or Operator may from time to time designate by written notice to the other in accordance with this Section.

- 17.07 Entire Agreement - This Agreement, including the attached exhibits, embodies the entire agreement between County and Operator relating to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, express or implied between County and Operator relating thereto, including the Invitation For Bids under which Operator was awarded this Agreement. This Agreement, including the attached exhibits and endorsements, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.
- 17.08 No Third Party Beneficiaries - Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof, excepting solely the United States of America so long as it is the owner of Airport property or a person to whom this Agreement is sublet, transferred or assigned as herein provided. Except as otherwise provided in Paragraph (i) of Section 13.03 of Article 13 hereof, the foregoing provision shall not apply to insurance subrogation rights vested or arising in third parties resulting from insurance policies related to this Agreement.
- 17.09 Construction of Agreement - Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.
- 17.10 Severability - If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the State of Florida or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.
- 17.11 Sealed Agreement - The parties hereto acknowledge, represent, state and warrant that they have signed and executed this Agreement under seal, that they have adopted their respective seals as affixed to this Agreement, and that they are executing this Agreement with the intent that it shall be a sealed instrument.
- 17.12 Survival of Warranties - All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.
- 17.13 Applicable Law - This Agreement is made and entered into in Okaloosa County, Florida, and Florida law shall govern and apply to this Agreement. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a state court in Okaloosa County, Florida.
- 17.14 Operator is Independent Contractor - It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible

to all parties for all of its acts or omissions and County shall be in no way responsible for Operator's acts or omissions.

- 17.15 Successor and Assigns Bound by Covenant - Subject to the limitations on Operator's rights under Section 15.01 and Section 15.05 of this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns including successors-in-interest by merger and consolidation of the respective parties hereto.
- 17.16 Time of Essence - For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.
- 17.17 Consents and Approvals - If any consent, approval, determination, judgment or concurrence is required of County hereunder, it is agreed that such consent, approval, determination, judgment or concurrence may be withheld, granted or made at the sole discretion of County.
- 17.18 Agreement Subject to Agreements with United States Air Force - This Agreement, the term thereof, and all Operators' rights thereunder, is subject to all terms, conditions and limitations of both the lease and joint use agreement between the County and the United States of America, as they now exist or as they may be hereafter amended, under which County has constructed facilities and operates the Airport on land leased from the United States of America and its joint use of the flying facilities of Eglin Air Force Base. These terms, conditions and limitations include but are not limited to the United States of America's rights to suspend and terminate said agreements. Operator acknowledges that it is aware of said agreements, including all terms, conditions and limitations thereof, including those under which Operator's rights, as they now exist or as they may be hereafter amended, to operate its concession at the Airport may be impacted, suspended or terminated.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

OKALOOSA COUNTY, FLORIDA

BY: _____
CHAIRMAN

ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

CLERK and COMPTROLLER

OPERATOR

BY: _____

ATTESTS:

CORPORATE SEAL:

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared _____, who under oath deposes and says that he/she is the duly authorized representative of _____ to execute contracts and lease agreements on behalf of Operator, and that he/she executed the foregoing instrument for the uses and purposes contained therein.

SWORN AND SUBSCRIBED before me this _____ day of _____, 2021.

NOTARY

My commission expires: _____