



ADDENDUM NO. 1

December 17, 2020

ITB AP 14-21

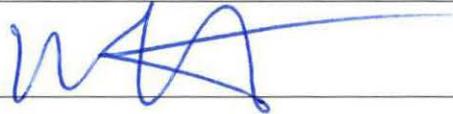
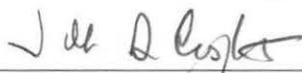
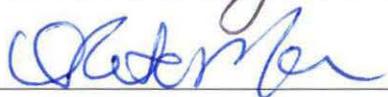
**MANAGEMENT AND OPERATION OF A NON-EXCLUSIVE RENTAL CAR  
CONCESSION AT THE DESTIN-FT. WALTON BEACH AIRPORT (VPS)**

This addendum is to provide the list of attendees of the mandatory pre-bid conference, update question response time and due date, answer questions submitted by the vendors and provide a floor plan.

Questions and Responses:

1. Will you allow electronic submittals?  
**No, we are not able to accept electronic bids at this time.**
2. Part 1, Section H, Number 1: It states that the entire ITB document signed and completed as required herein. Does this mean that every page of the bid must be returned?  
**No, you only need to submit the required forms and any documents you would like the County to consider with your bid.**
3. The County has received a list of questions provided by a potential bidder, we are providing a copy of those questions for review in the efforts to prevent questions being repeated. We will provide the answers on or before January 22, 2021 to all bidders.  
**The questions are attached to the hereto and made a part of the addendum.**
4. The timeline has been updated to the following:  
**Questions due from Bidder: January 12, 2021 @3:00 P.M.**  
**Answers to questions due by: January 22, 2021 COB**  
**ITB Due Date and Time: February 17, 2021 @ 3:00 P.M.**

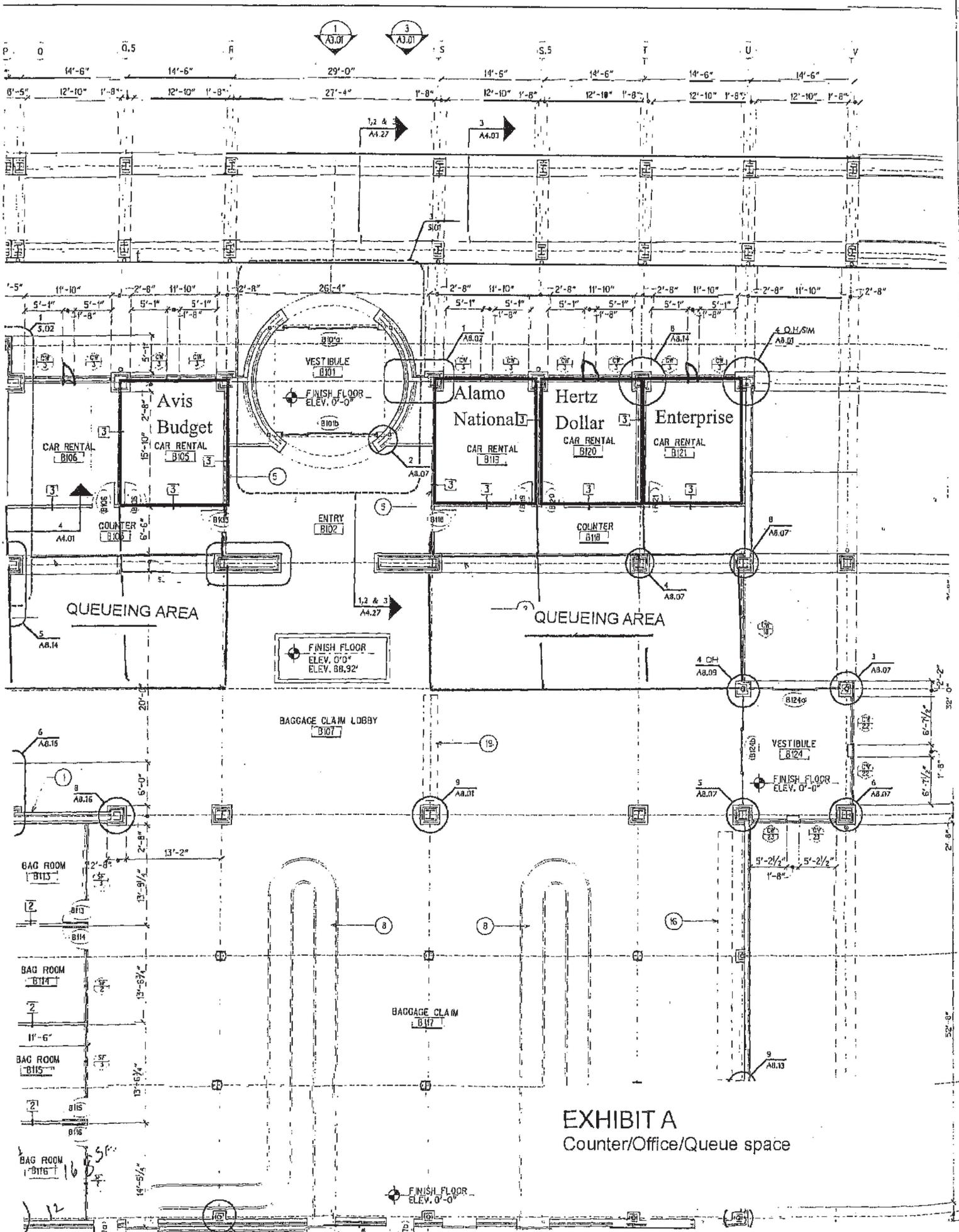
**SIGN IN SHEET**  
**Management and Operation of a Non-exclusive Rental Car Concession at the**  
**Destin Ft.-Walton Beach Airport (VPS)**  
**ITB AP 14-21**  
**Pre-Bid Meeting-In-Person Attendees**  
**December 16, 2020 @ 10:00 AM CST**

| COMPANY/DEPARTMENT | SIGNATURE  | TELEPHONE #    | EMAIL ADDRESS<br>(PLEASE PRINT NEATLY) |
|--------------------|--|----------------|--|
| AIRPORTS           |  | (850) 651-7160 | mstensen@myokaloosa.com                |
| L & B              |   | 763 234-1725   | jdecoster@landrum-brom.com             |
| Airports           |   | 651-7160 x4    | tstage@myokaloosa.com                  |
| Airports           |   | 651-7160       | aouiy@myokaloosa.com                   |
| Purchasing         |  | 689-5960       | dmasma@myokaloosa.com                  |
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**SIGN IN SHEET**  
**Management and Operation of a Non-exclusive Rental Car Concession at the**  
**Destin Ft.-Walton Beach Airport (VPS)**  
**ITB AP 14-21**  
**Pre-Bid Meeting-Zoom Attendees**  
**December 16, 2020 @ 10:00 AM CST**

| COMPANY/DEPARTMENT  | SIGNATURE       | TELEPHONE #  | EMAIL ADDRESS<br>(PLEASE PRINT NEATLY)                                   |
|---------------------|-----------------|--------------|--|
| Enterprise Holdings | Wendy Duval     | 972-536-4194 | wendy.m.duval@ehi.com  |
| Hertz               | Mark McBee      | 404-819-8962 | mmcbee@hertz.com   |
| Avis Budget         | David Stark     |              | David.stark@avisbudget.com   |
| Enterprise Holdings | Keith Alexander | 972-563-4194 | <a href="mailto:James.k.alexander@ehi.com">James.k.alexander@ehi.com</a> |
| Enterprise Holdings | Wes Lassiter    | 972-536-4194 | <a href="mailto:Wesley.d.lester@ehi.com">Wesley.d.lester@ehi.com</a>     |
| Enterprise Holding  | RJ Diaz         | 972-563-4194 | <a href="mailto:r.j.diaz@ehi.com">r.j.diaz@ehi.com</a>                   |
| Enterprise Holding  | Jeffrey Kleist  | 972-563-4184 | <a href="mailto:Jeffrey.c.kleist@ehi.com">Jeffrey.c.kleist@ehi.com</a>   |
| Enterprise Holding  | Jorie Frketic   | 972-563-4184 | <a href="mailto:Jorie.frketic@ehi.com">Jorie.frketic@ehi.com</a>         |
| Airport             | Patrick Gardner | 850-651-7160 | pgardner@myokaloosa.com  |
| Airport             | Nicole Fife     | 850-651-7160 | nfife@myokaloosa.com   |

|                |                      |                     |                                  |
|----------------|----------------------|---------------------|----------------------------------|
| <b>Airport</b> | <b>Agnes Jackson</b> | <b>850-651-7160</b> | <b>ajackson@myokaloosa.com</b>   |
| <b>L&amp;B</b> | <b>Dan Benzon</b>    |                     | <b>dbenzon@landrum-brown.com</b> |



**EXHIBIT A**  
Counter/Office/Queue space

### **ITB/Notice to Respondents:**

1. a. When will County's response to formal questions due on January 12<sup>th</sup> be issued? We need at least three weeks between the final response/addendum by County and the submittal due date.  
  
b. It is helpful to have a second round of request for clarification regarding County's responses to initial questions asked. Kindly consider allowing a second round.  
  
c. Please consider pushing the submittal deadline out to the end of January to allow County adequate time to review and respond to questions submitted by the deadline/s - as well as allow potential bidders adequate time for additional analysis, internal discussion/approvals, preparation and delivery of our bids.
2. Please allow us to submit our Bids electronically (via email or to a website). With our offices closed due to COVID, we do not have access to various personnel needed to sign originals or physical supplies and equipment. Our proposal will be prepared 'from home' with limited resources. It is exceedingly difficult under the circumstances to prepare original, hard copies of a proposal. We ask that you allow email submissions with scanned signatures and note that this approach is becoming more common generally at other airports.
3. If County will allow email submission of bid response, please allow the Bid bond to be delivered to authority separately of the bid submittal.
4. We understand questions are due by January 12, 2021. Please confirm questions should be directed via email to DeRita Mason at dmason@myokaloosa.com.

### **Instructions/Part I:**

5. C: Will there be a Zoom meeting invite for the public opening of bids?
6. H.1: Please delete the requirement to submit the entire ITB document. It is 125 pages. May we suggest an acknowledgement form instead that we have received the ITB, similar to the acknowledgement of receipt of Addenda?
7. J: Please change "Concession Fee" to "Percent Fee" in this section. Annual MAG in subsequent years should be reset at "the greater of 85% of 10% of PY Gross Receipts or the PY MAG". So this should be written "85% of the Percent Fee, or the MAG" (NOT 85% of the concession fee).
8. J and 7.09 of Agreement: We respectfully request that a MAG is not required until such time as deplanements surpass the number of deplanements from 2019, pre-covid levels. While the airport is recovering at a quicker pace than the rest of the country, this could change at any time over the next two years. Kindly change the requirement to only implement the MAG when and if the deplanements meet and/or exceed the deplanement levels in 2019.
9. J: This language is confusing: "If a Bidder is proposing for two brands, the MAG must be for **the total of the two brands.**" Please confirm there is only one MAG required under a co-branded bid (one bid for two brands).
10. Q: Please confirm that Enterprise Leasing Company – South Central, LLC is not in default or arrears.

11. L.1: Please clarify what it means to be a successful bidder under the ITB **within one position of its current market share.** "... Here's the language: *"In the event that any incumbent operator is a successful Bidder under this ITB within one position of its current market share, it may retain its existing counter and ready return."*
12. L.1: We respectfully disagree with the Grandfathering of the counter positions. Please allow for selection of counters based on MAG, in highest to lowest rank order selection.
13. L.1: This section states: "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." Please correct this. If an incumbent operator submits the highest MAG and wants to choose a different ready return location as opposed to retaining its current location, it should be given the opportunity to select it's ready return area from any Ready Return areas not retained by incumbent bidders per the 'one position of its market share' requirement, in MAG rank order selection process. It should not be subject to the airport's discretion. Please correct.
14. L: Please provide the exhibits for Counters/Office, Ready Return, and Service Facilities. They are not included in the ITB nor as attachments to the Concession Agreement/part V.
15. O: Right to Modify Documents: This section allows modifications to the ITB and the Concession and Lease Agreement up to the date of submittal. Please establish a cutoff point whereby County will issue any changes in a Final Addendum which is issued no less than three weeks prior to bid submittal date. We cannot respond to changes any faster.
16. X: 2<sup>nd</sup> paragraph indicates County may negotiate for the modification of any Bid. There should be no modifications of any bidder's bid, especially with respect to MAGs. The bids are the bids and should stand as submitted. Further, there should be a Most Favored Nations provision in the agreement to ensure all RACs are on an equal and level playing field.
17. Y: Please delete this section and Part V that allows bidders to make material exceptions to the Rental Car Concession Agreement in its Bid Submittal. All bidders should be required to adhere to the terms/conditions of the concession agreement as disclosed through the ITB and any addenda issued during the ITB process so that all bidders are bidding on the same terms and conditions.

#### **ITB/Part II- Airport Passenger and Rental Car Information:**

18. B: Please include deplanement/enplanement activity history and rental car revenue history for the three years prior to FY2018-19 and FY2019-20. This information is still important in our analysis.
19. B: Please share the airport's annual forecast for passenger growth over the next upcoming five years.

#### **Part III/Management and Operation of Non-Exclusive Rental Car Concession Section I/Description of Rental Car Concession:**

20. C: Please confirm that all the terms and conditions specified in the RFP and any/all issued addenda will be incorporated and made a part of the Concession Agreement. Please add language to the ITB and to the Concession Agreement which states: *"The Invitation to Bid, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."*

21. E.2: option term here is additional 5 years. Option term in the concession agreement (section 5.2) is 3 years. Please confirm the option is for 5 years.
22. G: Amount of security required in this section is 100% of the year one MAG. First, this amount is very steep. Typically, security required is four months of the MAG. Please reduce. Second, this conflicts with the language in Section 7.07 of the Concession Agreement which requires even steeper, more egregious amount of security. Kindly correct 7.07 to correlate to the requirement of the amount of MAG only.
23. H.1: Please provide the linear feet (length) of each counter.
24. H.3: The ITB identifies 4 Service Facilities and indicates that each successful Bidder will be offered 1 Maintenance Facility and Service Parking Area. However, there are currently five Service Facilities' positions today. Please confirm that the 5<sup>th</sup> Service Facility position will be offered for award to successful bidders in MAG rank order, highest to lowest.
25. H.3: Please strike the restriction against employee parking in service areas. Operators should be allowed to use their space as they see fit.
26. H.4: This section calls for "Overflow parking, if established, at 50% of ready return rate". The county has always allowed for some overflow at no charge. Especially now with the impact of the pandemic, we would appreciate that continued good will. If County will not, please at the very least reasonably acknowledge that Ready Return parking is a premium parking and 50% of the Ready Return rent rate for overflow is excessive. Kindly delete the rent altogether or provide a rate commensurate with service site/sq ft or similar.
27. I/Hours of Operation: please strike "peak periods will be defined by the Airports Director". With all due respect, each brand has a different peak based on their business and Operators are the best judge of their own peak.
28. K/Badging: Please remove the requirement for badging. This is unnecessary, costly, and very difficult to track. Further information requested (SS# and DL#) is not information we generally hand over. If county will not delete the requirement, kindly removed the disqualification listing as it eliminates ability to staff our operations. Lastly, the associated fee is not included, what is it? What is the replacement fee and process for lost/stolen badges?

## **Section II/CFC:**

29. Please provide the CFC Ordinance/s.

## **ITB/Part IV Attachments**

30. Attachment A, Section F. Please strike any reference to affiliated entities/commonly owned entities and apply this to the bidding entity only. Enterprise Leasing Company – South Central, LLC ("Bidder") is not only and incumbent operator but is also a stand-alone legal entity that is separate and distinct from any other entity that is commonly-owned. Bidder has separate financial statements and any litigation/arbitration occurring with any other entity has no affect or bearing on Bidder's financials or ability to perform under the agreement.
31. Exhibit E – Please confirm that a bidder does not have to use this specific form for its proforma, but that we can use our own form so long as we include each component that is shown on Exhibit E.

32. Attachment H – Please eliminate this form for submission of bids, and require this form only of successful bidders after award of agreement.
33. Attachment K – Please confirm that this form is not applicable since bidder’s “product” is the rental of vehicles.
34. Attachment M – Please confirm that “Respondent’s License #” is not applicable since we are an organization submitting a bid, not an individual.

#### **Part V Notation of Requested Modifications**

35. Please delete this form. Bidders should not be allowed to make material exceptions to Concession Agreement in its Bid Submittal. All bidders should be required to adhere to the terms/conditions of the concession agreement as disclosed through the ITB and any addenda issued during the ITB process so that all bidders are bidding on the same terms and conditions.

#### **Concession Agreement:**

36. Please provide all Exhibits to the Agreement.
37. Article I/Definitions: Due to the influx of various modes of non-traditional car rental in recent years, it is important to define a “Rental Car Company” in the agreement. Please incorporate the following definition into the agreement: *A “Rental Car Company” is Any business that, directly or indirectly, provides, procures and/or brokers rental vehicles as part of its business and/or conducts, facilitates, and/or manages vehicle rental activities as part of its business. This includes, but is not limited to, traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car sharing businesses.*
38. 1.19: please re-insert the following into the second and third to the last lines of this paragraph: **‘net of any published discounts, coupons or credit at the time the rental contract is closed’** such that it reads: *... 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, **net of any published discounts, coupons or credit at the time the rental contract is closed.** Gross Receipts shall include but are not limited to the following specified items:...*
39. 1.19, 3rd to the last paragraph, lines 6 and 7: please strike the language that includes ‘Loss of Use’ from Gross Revenue. This is not Gross Revenue – and in fact isn’t a charge that is made on a customer’s rental contract. Loss of Use is our recovery from a customer for down time on a damaged vehicle – AFTER THEIR RENTAL IS CLOSED OUT. The vehicle is not on rent. There is no open rental contract. This is not Gross Revenue and County should not expect to be paid a percent fee on this.
40. 1.19, 3rd to the last paragraph, line 10: Please re-insert the language that exists in the current agreement – and which was removed in this newest agreement - that allows for exclusion of carbon offset and payments for government fines, tickets, tolls, towing, etc. These are not gross receipts and should not be included, but rather should be excluded. Please re-insert the following: *...; qualified carbon offsets that are fully passed through to a third party to fund environmental initiatives; customer payments directly related to government fines and fees (e.g., parking tickets, towing, etc.); ... such that it reads: “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); **qualified carbon offsets that are fully passed through to a third party to fund environmental initiatives; customer payments directly related to government fines and fees (e.g., parking tickets, towing, etc.);** and CFC receipts and revenue collected pursuant to Section 7.04 of Article 7 of this Agreement.”

41. 1.21: The calculation of MAG for subsequent years, after Year 1, is written incorrectly in this section. Correct to reflect same as Section 7.2: “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” - such that it reads: “*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 Percent Fee payments** due to the County in the Previous Agreement Year. **In no event shall the MAG during any Agreement Year be less than the first year’s MAG during the Term of this Agreement**
42. 1.21 and Concession Agreement Section 7.09: Please add **“Except in the case of abatement as described in 7.08”** to the beginning of the last sentence such that it reads: **“Except in the case of abatement of the Minimum Annual Guarantee as described in 7.08 herein,** 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.
43. 3.05.C: Annual Re-allocation of the number of parking spaces is necessary to right-size the available space to the needs of the market. And with the market changes we are seeing at this time, is absolutely necessary. For example, a company serving 50% of the market should theoretically be allocated 50% of the space. Re-allocation should be done annually (not every two years as the ITB contemplates) and should be based on market share from the immediately preceding contract year with no growth trigger. A growth trigger renders this clause useless and is really normally only used where re-allocation is complicated. The Ready Return spaces here are not complicated and very easily re-allocated – as evidenced by the ease of the annual allocations to date. Please correct. We request the language from the current agreement is re-inserted. That language is: “*No later than sixty (60) days after the expiration of each Agreement Year under this Agreement, County shall reallocate Ready/Return Spaces within the Ready/Return Parking Areas. The reallocation shall be made to Operator and the other rental car operators based on their respective percentages of total Percentage Fee payments from all Operators for the Agreement Year then concluded, with each of said rental car operators being allocated a minimum of 40 Ready Return spaces within the Ready/Return Area. County may also at its discretion at any time during an agreement year reallocate said Ready/Return spaces within the Ready Return Areas among the rental car operators when any event materially changes the Airport car rental operators’ market shares and said change remains in effect for a period of thirty (30) days or more. Upon any reallocation pursuant to this Section, county shall provide to Operator and the other rental car operators a revised Exhibit B to the Agreement re-designating Operator’s and the other rental car operators’ Ready/Return spaces at least ten (10) days in advance of the change going into effect.*”

44. 4.03: How will any unselected (unleased) space in the Service Area be allocated? We suggest if there is any, that it is offered to the remaining operators by MAG share of the available spaces and in MAG rank order.
45. 4.03-4.04: There are only 20 lined spaces adjacent to service building for all RAC's to share which is not enough capacity. What are the plans to add capacity?
46. 5.02: Additional Option term is 3 years. This conflicts with the 5-year additional option term in the ITB instructions. Please confirm 5 years or 3 years.
47. 5.02: Please confirm the MAG in each year of the Option Term, if exercised, will be calculated the same as subsequent years are calculated during the initial term, specifically "the MAG in each year of the Option term will be 85% of Prior Year Percent Fee paid, but never less than the Year One MAG, except in the event of abatement per Section 7.08 herein"
48. 5.03: If the County puts the Operator in a holdover as a result of County not re-bidding or extending the agreement, there should be no 25% surcharge assessed to the Operator. Such a surcharge should only occur if Operator is holding over without County's consent. Please correct the language in this section to reflect such.
49. 6.01.b: Please add '**except as a result of an approved substitution as described herein**' such that it reads: "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), **except as a result of an approved substitution of brand/s as described herein**, then this Agreement and Operator's concession privileges at the Airport shall be subject to termination..."
50. 6.02: Does County have an agreement with Destin Jeep or any other off-Airport provider? What are the terms for operation under that agreement/permit – i.e. what is the arrangement for pick-up and drop-off of customers; what are the fees required to pay the airport/County? Please share that agreement permit under which off-airport providers operate.
51. 6.04.h: Please adjust the language slightly to allow for some flexibility. We suggest the following which incorporates some of the current language with the majority of the new language: "*Operator shall be open for business from the leased Premises from one hour prior to the first departure until thirty minutes after the last arrival. 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.*"
52. 6.05: "*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.*" Please remove this restriction against an operator's right to operate a car rental facility within 5-mile radius of the airport terminal. We cannot be restricted from operating our insurance replacement location within the suggested radius nor from opening a future location within that radius next to a body shop or dealership. We do not disagree with including revenues from airport customers at locations within a radius, but we must be able to preserve our right to operate our insurance replacement business without restriction. Please note, we do not operate or offer shuttles to/from our insurance replacement locations to/from the airport and we are highly motivated in keeping the airport customer rentals AT the airport.
53. 6.05: Please re-insert the language "***who has deplaned from the Airport within the past forty-eight (48) hours***" and also include "and who was transported by or at the direction of Operator to a location

within five miles of the Airport. This sets reasonable parameters to capture airport renters but eliminates the unreasonable position as written in the ITB that **any customer** who rents a vehicle within five miles of the airport is an airport customer and County should be paid a percent fee on all rentals at these locations. Adding this language allows us to identify an airport customer and charge and remit the appropriate fee for airport customers. It should read as follows: *“Any rental made by Operator or vehicle delivered by Operator, its franchisor, or any other affiliated person or entity, to a customer who has deplaned from the Airport within the past forty-eight (48) hours and who has been transported by Operator or at the direction of Operator to a location within a five (5) mile radius from the airport shall be deemed to be a rental transaction under this Agreement.”*

54. 7.02: Why is there a 25% premium over the Airline Terminal Rates assessed to the rental car counters and queuing? And why the 50% premium for two brands. Does county assess this 25% premium over the Airline terminal rates to all the terminal tenants? What is the point of the Airline Terminal Rate if you are going to charge over and above that? Please remove this unfair premium. Rate should be the same per square foot as charged under the Airlines Terminal Rate – not more. Now more than ever the RACs are sensitive to increased costs and this will likely be the case for some time to come until we can determine what post-COVID looks like.
55. 7.03: Will County consider eliminating the annual percent increase in Ready Return Rent and Service Area Rent during the initial term? Now more than ever the RACs are sensitive to increased costs and this will likely be the case for some time to come until we can determine what post-COVID looks like.
56. 7.04: It is highly unusual to charge tenants additional cost over and above rent and MAG for security services. This service is typically included/covered with our rent and our MAG/Concession fee. Does the County charge all tenants at the airport an additional sum above their rent/MAG/Concession fee for airport security services? If not, this would be a discriminatory practice targeted at the rental companies. Kindly remove.
57. 7.04: 3% annual increase in Security Charge. Does the airport security contract include a 3% escalator? If not, please remove. This fee is already excessive. As well, please explain what is provided in this service. Finally, we would like to review the accounting/methodology of the amount of security charge that is assessed on the rental car companies. Please provide now and annually during the term.
58. 7.05: Please provide the CFC Ordinance/s.
59. 7.05.a: If county prefers no signature required by Operator when County changes the CFC rate, please consider notifying Operators of such CFC changes via formal Notice as opposed to an Amendment. Amendments to the Agreement require signature by both parties.
60. 7.07: Security in the amount of 100% of the MAG AND, rentals, security fee, and CFCs is unreasonable. Typical security is four months of MAG only. Further, this contradicts the requirement as described in the ITB, Section G which calls for security in the amount of one year of the MAG. Please reduce this requirement to four months of MAG.
61. 7.07.b: Please change ‘calendar’ days to ‘business days’ here and for all instances throughout the Agreement where County has defined ‘days’ as ‘calendar days’. Calendar days vs. business days significantly shortens the period of time for a party to comply.
62. 7.08: Please change the trigger for abatement to 85% which is the standard in the industry at this time. Anything more than a 15% decline is well beyond the point of severe impact to operators.

63. 7.08: We respectfully disagree with County's use of CFCs to reimburse itself for MAG abatement. Please remove this language. We would request County give MAG abatement without any conditions for reimbursement like every other airport. CFCs should be used for repairs for current facilities or for future facilities. Taking that money from CFCs is hurting County's own asset as the CFC should be used to improve existing or build new rental car facilities.
64. 7.09: Please add "**Except in the case of abatement as described in 7.08**" to the beginning of the last sentence such that it reads: "**Except in the case of abatement of the Minimum Annual Guarantee as described in 7.08 herein**, 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.
65. 8.02. b: Please correct the payment date for the percent fee back to the 20<sup>th</sup> of the month as it currently exists today and such that it correlates to Section 8.05 which calls for it to be paid on the 20<sup>th</sup> and submitted with the reporting. We don't finish closing out our month until the 10<sup>th</sup>, with weekends and holidays, this often makes payment by the 15<sup>th</sup> impossible. The 20<sup>th</sup> allows us to send the payment with reporting on the same day (reporting due on the 20<sup>th</sup>).
66. 8.03: Please remove the \$250 penalty in addition to the 1.5% late payment fee. If County will not, please provide a notice and cure period before any \$250 penalty will be assessed.
67. 8.06: We request the requirement to retain an independent CPA be eliminated as it is very costly to hire a CPA for this purpose. We request that annual statements be certified by a financial representative of the company. If the County requires, we can provide a certification of the statements from an authorized financial officer of the corporation.
68. 9.01: Remove 'general maintenance' from this section.
69. 9.04: 50% is excessive. Please reduce to commercially reasonable 10%.
70. 10.01.a: Strike this sentence – "*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.*" This should be covered in our rent. Further, this is just a small counter/office with minimal amounts of refuse. Our break room is at the service facility where we maintain our own dumpster.
71. 13.01: Please preface this section with the following: "**Except as to claims of damages or injuries caused by the County, its agents, representatives, employees, invitees, contractors or subcontractors....**"
72. 14.01.i: Please remove the requirement to have an adequate fleet of vehicles available for rental by customers from the list of causes for termination. We are too operationally restricted by the lack of sufficient production facilities provided to us by County to be held to this requirement.
73. 14.05: Respectfully, terminating the agreement and obligating Operator to continue its obligations, including that for payment for remainder of term is not reasonable. All obligations, including monetary obligations, should terminate as of the termination of the agreement, except those accruing up to the date of termination. We would expect County to mitigate damages. Please modify the language accordingly.
74. 14.09: We do not own the majority of our fleet and as such we cannot enter into an agreement that allows such liens. Please re-insert the following language at the end of the last sentence in the first

paragraph that exists in the current agreement but has been deleted, which language excludes Operator's vehicles from County's right to assert a lien against Operator's property. That language is as follows: *"County's right to assert any lien against Operator's property shall not extend to Operator's fleet vehicles if and to the extent that Operator's vehicle related financing agreements prohibit such action."*

And at the beginning of the first sentence in the second paragraph, please re-insert *'Except for Operator's fleet of vehicles.'*

75. Section 17: Please re-insert the Most Favorable Nations language removed from the agreement. We request language as follows: *"In the event that any contract granted by the County to any other Rental Car Company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the County shall give due diligence to ensure all rental car companies will be able to compete on terms as equal as possible with all other rental car companies, and to ensure that no individual rental car company or companies shall enjoy any rights or privileges more favorable to any such individual company or companies than those enjoyed by the all rental car companies."*

**General Questions/comments:**

76. In recent years, there have been several companies that have been interested in providing car sharing services on-airport, whether they are actual car sharing companies or a branded service that rental car companies offer. These car sharing companies/services have membership fees. If County intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the County is collecting a portion of these membership fees along with the off-airport revenue percentage fee.
77. Please provide the "sign in sheet" documenting all attendees present at the mandatory pre-bid meeting.