

REQUEST FOR PROPOSAL
NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT

ADDENDUM NO. 4

Issued: October 14, 2020

**ENGLAND ECONOMIC AND INDUSTRIAL
DEVELOPMENT DISTRICT**

1611 Arnold Drive
Alexandria, LA 71303

This addendum shall be part of the Proposal Specification for: Request for Proposal for Non-Exclusive Car Rental Concession Agreement.

This Addendum is issued for the purpose of modifying and/or clarifying the Proposal Specification Documents and is to be construed as being as much a part of the original Proposal Specification Documents as though originally contained therein. The England Authority will not entertain any additional questions. Completed proposals must be submitted prior to **2:00 p.m. Central Time** on **November 4, 2020**, to the office of Kate Wells, England Authority, Purchasing Department, 1611 Arnold Drive, Alexandria, LA 71303.

Acknowledge receipt of the Addendum by inserting its number and date on Page 17 of SECTION 3 – REVISED PROPOSAL FORM. Failure to do so may subject the Proposal to disqualification.

The following questions result in a change to the RFP documents or provide additional information.

1. If you decide to proceed with the RFP process, then please consider the following.
Minimum Annual Guarantee: Please eliminate the minimum acceptable bid amount of \$120k, or lower it significantly. Also, we would prefer a first-year bid with a MAG reset in subsequent years at 85% of prior years' revenues.

Response: The England Authority has reduced the minimum MAG bid from \$120,000 to \$60,000. See Revised Proposal Form included this is Revised RFP.

2. Addendum 3 Revised Proposal form – this will need to be further revised to reflect any changes to the MAG.

Response: See Revised Proposal Form included this is Revised RFP.

3. If the Authority is unwilling to rescind the RFP process and negotiate an extension term, then it must, in the very least, suspend any MAG obligation until we reach 2019 deplanement levels at the Airport. We are paying a concession percentage fee on every dollar of our gross revenues, which ensures that the Airport will receive a fair and

reasonable concession fee on all RAC business, regardless of the timing of the actual recovery period experienced at this Airport. If forced to pay a MAG during this significant downturn in RAC business, the annual MAG amount should fairly represent the current RAC business levels as supported by the deplaning passengers at the airport. \$120,000 minimum MAG is simply not supported by the current market. MAG payment obligations should not exceed the current concession percentage fee payment obligation. There should not be minimum MAG requirements that would force a concessionaire into a MAG-shortfall scenario at the commencement of the term.

As such, we request the following changes to the RFP:

- a. Lower the minimum MAGs to fair and reasonable levels in this pandemic-era environment, in line with lower than anticipated deplanement levels as projected by the Airport.

Response: See Response to Question #1.

- b. Include the provision that payment of Concessionaire's MAG will not trigger until monthly deplanement levels at the Airport reach a minimum of 118,000 (deplanements Jan 2019-Dec2019).

Response: No Change.

- c. Include language that abatement of the MAG would trigger if in any month deplanements are less than 85% of deplanements compared to the same month in 2019. As you may be aware, a 15% reduction is the industry standard for triggering MAG abatement. We cannot use 25% as the threshold, as a 25% decline in business is already past the point of severe impact to concessionaires. And we cannot wait three months for that abatement to be triggered – it should be a one month look over the same month in 2019.

Response: The abatement language in the agreement has been removed. See Revised Section 4.1(a) of the Revised CRCA.

- d. Include the provision that 2019 will be the base year for comparing deplanements as it relates to abatement for the duration of the term. These are pre-covid levels and we don't expect things to normalize for at least 2 more years. Regardless, 2020 can never be used as a comparison year, and it remains to be seen what transpires in 2021 and 2022.

Response: See Response to Question #3(c).

- e. Include a provision that the dollar amount of any abatement of the MAG for any Agreement year shall be equal to the product arrived at by multiplying the MAG for such Agreement year by a fraction, the numerator of which is the number of months that such condition continues to exist during any Agreement year and the denominator of which is 12. By way of example, if the MAG for a particular Agreement year was One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) and such condition continues to exist for two (2) months (i.e., 2/12) during that Agreement year, then the amount of the abatement would be Twenty Thousand and no/100 Dollars (\$20,000.00) and the MAG for that Agreement year

would be reduced to One Hundred Thousand and no/100 Dollars (\$100,000.00) or 10/12's.

Response: See Response to Question #3(c).

- f. Include a provision to address MAG Abatement Relief in the Annual Reconciliation language whereby the reconciliation will be based on the concession fee (e.g., 12%) payment total for all twelve months of the Agreement year as compared to the total Agreement year's reduced MAG. So for annual reconciliation purposes (using a two-month MAG waiver period as an example), concession fee (e.g., 12%) payment totals for the full twelve-month period would be used to offset the 10/12ths' MAG amount over this same twelve-month (Agreement year) period.

Response: See Response to Question #3(c).

4. Addendum #1, Q&A #10 Addendum #1, Q&A #10 and as expanded in Addendum #3: Section 4.1.a of revised CRCA: While we do appreciate the addition of MAG Abatement during the new term, the Abatement must be triggered in the event deplanements in any one month are less than 85% of the deplanements in that same month of the 2019 base year and that Abatement should be given for that month and each month thereafter until deplanements in any one month have risen above 85% of the same month in the 2019 year.

Response: See Response to Question #3(c).

5. Section 4.1(a) (pg. 7-8): newly added MAG abatement language. We prefer a 30-day look at year-over-year deplanements to trigger an abatement instead of 90.

Response: See Response to Question #3(c).

6. Addendum #1/Q&A #1: Revised Section 2/Instructions to Proposer; Item 7.2.b of the Revised RFP and Revised 4.2.b of the CRCA: While we appreciate the consideration of the Ready Return Parking tiered rent process to soften the blow of the initially proposed rent increase over the term, culminating in the Authority getting to the initially proposed rent rate of \$90/space/month in Year Three, this tiered rate structure is still excessive in all years, and especially so with the economic climate forced upon us by COVID. As we stated previously, the current rent rate at \$60.83/space is already exorbitant and out of line with any other airport in the area. It is unreasonable to continue to press us for these rates at any time, but especially now. As such, we request the ready return rent be lowered to more reasonable rates that are in line with the market. By way of comparison, the monthly rates at local airports are: LCH: \$12; LFT: \$13; SHV: \$37; TYR: \$25; BTR: \$20-\$35 (a covered garage); and MLU: \$37; These are fair market comparisons Authority should be using in establishing Ready Return rent rate at AEX. Anything higher, especially in these times, is egregious.

Response: See Revised Section 7(2)(b) of the Revised RFP.

7. Addendum 1, Q&A #25 – Please reconsider Grandfathering the Rental Counters to successful incumbent Concessionaires. Again, it is very expensive to move counters and with the current financial considerations due to the downturn in business/COVID, now more than ever we need to mitigate any potential exposure of unnecessary costs,

especially those with no added benefit. As you may recall, all attendees at the first pre-proposal conference requested the counters be Grandfathered as no counter is more advantageous than any other and it didn't make sense to any company to force the expense of a move.

Response: See Revised Section 6, Revised Section 7.1(b) and the Revised Proposal Form of the Revised RFP.

8. Section 3.1(c) (pg. 5): there is a typo.

Response: See corrected language in Section 3.1(c) of the Revised CRCA.

9. Addendum #1, Q&A #11: Section 4.1.b of the revised CRCA: Authority deleted the following critical sentence from the Concession agreement:

“At the end of each Concession Year an adjustment shall be made between the ENGLAND AUTHORITY and CONCESSIONAIRE, so that the total amount payable and paid for such Concession Year shall be the greater of (i) the Minimum Annual Guarantee or (ii) a sum equal to twelve (12%) percent of Gross Revenue of the CONCESSIONAIRE for such Concession Year.”

This language must be re-inserted. By deleting that sentence, the contract requires successful bidders to pay the Minimum Annual Guarantee **AND** 12% of Gross Revenue - as opposed to the requirement to pay the greater of the Minimum Annual Guarantee **OR** 12% of Gross Revenue. This is in direct conflict with Section 7 of the RFP Instructions. Further, requiring rental companies to pay the MAG **plus** 12% of Gross Revenue is unacceptable. Please confirm the payment requirement is “the greater of the MAG or 12% of Concessionaire’s Gross Revenues” and correct this in the contract.

Response: See Revised Section 4.1(b) of the Revised CRCA.

10. Addendum 1, Q&A # 46. Section 4.1.b, pg. 8: Please re-consider excluding ‘Discounts taken at the time of rental’ as they are currently excluded under current agreement in the body of definition of Gross Revenues. This is not revenue to us. It is unreasonable to ask us to pay a concession fee to Authority for non-revenue items.

Response: See Revised Section 4.1(b) of the Revised CRCA.

11. Section 4.7(b) (pg. 11): please increase notice to at least 7 days.

Response: See Revised Section 4.7(b) of the Revised CRCA.

12. Section 6.1(b) (pg. 13): please increase the timeframe Concessionaire has to cure maintenance issue. 24 hours is not reasonable.

Response: See Revised Section 6.2 of the Revised CRCA.

13. Addendum 1, Q&A #53. Section 7.1.b pg. 14: We do not agree that these fees for liquidated damages are fair and reasonable. Especially with the current economic environment, we request Authority reconsider lowering the dollar amount of the fees proposed for each infraction of failure to staff counters to more reasonable rates. Further,

we request Authority clearly spell out in the Agreement their plan to monitor compliance to remove any subjectivity for assessment of infractions/penalties.

Response: The Authority has the ability to monitor, identify and document infractions to the hours of operation requirement through the Airport's CCTV system. See Revised Section 7.1(b) of the Revised CRCA.

14. Section 25 (pg. 24): please increase (b) to at least five (5) business days after deposit.

Response: See Revised Section 25 of the Revised CRCA.

15. Section 29; Instructions to Proposers: Please provide the updated passenger statistics and Gross Revenue by Rental Car Company through current date. Statistics provided are 10 months dated.

Response: See new Exhibit E provided in this Revised RFP.

16. Kindly provide the most recent revenue numbers for the rental cars operating at AEX.

Response: See Response to Question #15.

17. Addendum 1, Q&A #18 – Thank you for providing the CFC resolution/Exhibit D. This Exhibit D is the resolution providing for the increase of the CFC rate from \$3.50 to \$6.00. Please provide the CFC Resolution 082-2009 which initially implemented the CFC in 2009.

Response: See new Exhibit F provided in this Revised RFP.

18. Addendum #1, Question #59: In response to request for the fee percent and other requirements of an Off-Airport Rental car company, Authority stated in March it is working on an Off-Airport permit. It is critical that we understand the concession fee percentage and other financial requirements for an off-airport permit. Please provide those fees and a copy of that off-airport permit.

Response: The England Authority intends for there to be a 12% privilege fee for off-airport operators. The draft off-airport resolution is provided as Exhibit G to this Revised RFP.

Questions Received NOT resulting in Changes to RFP documents:

19. For the past 7 months, the rental car industry has simply been trying to survive financially in light of the severe business downturn caused by COVID-19. Respectfully, now is not an appropriate time to conduct an RFP, especially one that requires a MAG on day one in an environment that does not support such. As you are well aware, a \$120,000 MAG does not fairly represent current deplanement levels and cannot be supported. Also as you may be aware, hundreds of airports (nearly 200, in fact) have actually provided the RAC industry with MAG and/or other financial relief in the best interests of partnership and, most importantly, in an effort to assist with our financial survival. As such we again request that AEX rescind the RFP process and instead enter into a negotiated extension of the term with the MAG suspended until the deplanements return to 2019 Pre-COVID levels, lowered rent for the premises, and MAG abatement language during the extension term which is appropriate with the current pandemic environment.

Response: No Change. The RFP process will continue.

20. In view of the pandemic and all the uncertainties in the economy and air travel please postpone this RFP for 6 months.

Response: See Response to Question #19.

21. We respectfully request the Authority either rescind the RFP and move to negotiated process for the new concession term with the rental car operators or postpone the RFP indefinitely until such time as the passenger traffic has returned to pre-COVID19 levels.

Response: See Response to Question #19.

22. During the pre-proposal conference held on October 5, 2020, it was stated by the Airport's consultant that if an extension is considered by the Airport, the extension would have to be under the same terms and conditions as the current agreement. We would like to state again, as we did during the meeting, that while we would prefer an extension of the agreement, due to the impact of COVID19 in these unprecedented times, an extension of the current agreement would only be an acceptable option if the Airport will allow changes to the business term to either allow 'No MAG' during the extension period, or if there must be a MAG: 1. re-set the MAG to a more reasonable level relative to the current deplanements; 2. Suspend that MAG during the extension term until the deplanements return to 2019 PreCovid levels; and 3. Allow for abatement of any re-established MAG during the extension term in the event deplanements in any one month fall below 85% of the same month of 2019 (the pre-COVID19 period).

Response: See Response to Question #19. The England Authority does not have the authority to amend, edit or change the terms of the current agreement.

23. As discussed on our call, this is hardly the time to ask anyone in the travel industry to project revenues and commit to a financial guarantee for the next three years. Our preference is to extend the current agreement with a negotiated abatement of MAG fees until there is more certainty. The airport received \$2.3 million in CARES Act funding and stands to get more from the next round. The rental car industry has received nothing.

Response: See Response to Question #19.

24. If you decide to proceed with the RFP process, then please consider the following. Rejection of Proposals: Section 21 – Please provide a current statement of charges so we can ensure we are current.

Response: Proposers are permitted to contact the Airport's Accounting Manager at (318) 427-6412 or ssteiner@englandairpark.org for a current statement of charges.

25. Kindly provide the airports projections on number of flights and deplanement activity.

Response: The England Authority does not have projections of deplanement activity. The number of daily flights at AEX currently published on each airline's website for the months of October, November and December 2020 are as follows:

Airline	October	November	December
United (IAH to AEX)	2 inbound	2 inbound	3 inbound
American (DFW to AEX)	3 inbound	3 inbound	3 inbound
Delta (ATL to AEX)	3 inbound	3 inbound	4 inbound (starting 12/7)

26. If you decide to proceed with the RFP process, then please consider the following.
Branding: This is the right time to give up on the single-branding idea and allow the industry to multi-brand to improve revenues on each concession.

Response: No Change.

27. Addendum #1, Q&A #10/New Exhibit B2 - Three successful Bidders Allocation: In this new allocation scenario, Authority is forcing all of its rental spaces, and the associated rents, on the remaining bidders, further increasing the already exorbitant costs of doing business at the airport. Forcing these increased costs on the successful bidders who are struggling financially in this pandemic environment is unacceptable. Successful bidders should not be penalized for submitting a successful bid by having to take additional space - and absorb the associated rents - for which they did not bid or want. We request Authority instead offer any unbid-for spaces to the successful bidders and allow them to choose to take a portion of the unbid-for spaces, or none of those spaces, at the bidder's sole discretion, through offering to each successful bidder, in MAG rank order, up to their MAG percent of those unbid for spaces.
This should apply to any number of successful bids (i.e. one, two or three successful bidders).

Response: No Change.

28. Addendum 1, Q&A #44. Section 4.1. b, pg. 89: During the pre-proposal conference, we discussed our lack of understanding the following language in the definition of Gross Revenues : "... automobile and vehicle rentals or other products or services provided to persons through CONCESSIONAIRE'S operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to CONCESSIONAIRE'S customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location." It was explained that the section intends to say that Gross Revenue is any and all revenue generated from rental to a customer at the airport, regardless of how the vehicle came to be at the airport, i.e. regardless of who owns it, or where the vehicle is assigned to, and regardless of where the customer returns it. That makes sense to us. Please correct the paragraph to reflect such. We suggest the following: "Gross revenues shall include all monies or other consideration of whatsoever nature paid or payable to CONCESSIONAIRE by customers for all sales made and service performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons by CONCESSIONAIRE at the Airport, without regard to the ownership or fleet assignment of those vehicles and without regard to the manner in which vehicles or other products or

services are furnished to CONCESSIONAIRE'S customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location."

Authority's response to this was 'No Change' which does not sufficiently address the issue. We do not understand the language. Please reconsider making the requested change or otherwise address this section as the language doesn't make sense as written nor does it convey the meaning the Authority indicated verbally at the pre-proposal meeting.

Response: No Change. The England Authority believes the language is clear as written.

29. Addendum 1, Q&A #47. Section 4.1.b, pg 8 & 9: Please reconsider allowing an exclusion of administration costs for the 4th and 6th bullet point exclusions. The administration of these items is a cost to us, NOT a gross revenue. Again, it is unreasonable, especially now in the face of the pandemic, to ask us to pay a concession fee to Authority for non-revenue items.

Response: No Change.

30. Addendum 1, Q&A #50. Section 4.4, pg. 10: Again, tracking our costs in the new term closely will be critical especially in the face of the pandemic impact. As such, please reconsider adding the fuel flowage fee to the O&M budget since the Authority has confirmed these funds are indeed used to offset the operational costs of the Service Facility. That being the case, the funds should be included in that budget so that we can see the collections and realize the annual offset to the O&M budget. If Authority will not, please more clearly explain how the fuel flowage funds and the associated offset in the Service Facility costs will be annually realized by and reported to the RACs.

Response: No Change. The fueling system cost is distributed based on the number of gallons purchased by each Concessionaire versus the wash facility costs which are distributed based on the number of washes by each Concessionaire.

31. Addendum 1, Q&A #56. Section 37, pg. 27: Thank you for adding the definition of car rental as proposed such that it captures all the various modes of car rental and peer to peer today. Please reconsider also updating the Most Favored Nations clause as follows below which, when coupled with definition of rental car company as Authority just added, works together to allow the Authority to establish a level playing field for all modes of rental car companies. This is critical to us ever more now than ever with the current economic environment. The language we recommend is: "In the event that any contract granted by the Authority 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 Authority 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."

Response: No Change.

32. Section 3.2 (c) (pg.6): while this section is consistent with the prior agreement, the right to tow immediately tow vehicles without any prior notice or ability to cure the issue is extreme. We kindly ask that the Authority consider such remedy only if the issue is reoccurring.

Response: No Change.

33. Section 4.1(b) (pg. 9): please exclude the following from Gross Revenue- (i) fuel replacement and (ii) insurance proceeds for damage.

Response: No Change. Insurance proceeds for damage would be excluded under the fourth bullet of the exclusions.

34. Section 4.4 (pg.10): note there is a two (2) cent increase in the fuel flowage fee. Any particular reason?

Response: The increase to the fuel flowage fee is a function of the estimated increased costs related to the fueling system and estimated gallons estimated to be used.

35. Section 4.7(a) (pg.11): we kindly request that the Authority reduce Concessionaire's obligation to grant access to records to two (2) years following the termination of the CRCA.

Response: No Change.

36. Section 7.2C- CRCA: This section calls out a fleet of less than 50 vehicles a Breach of Agreement. Please delete the fleet minimum from this concession term. Until we get back to Pre-Covid passenger levels or some new level of normalcy, we cannot know, and the Authority should not demand, the number of units we carry in our fleet. Please delete and allow us the latitude to make that determination under this new term.

Response: No Change.

37. Section 17 (pg. 20): This section could be considered inconsistent with Section 2 of the CRCA.

Response: No Change.

38. During the pre-proposal meeting, it was stated that the Off-Airport Permit has yet to be approved by the Authority and that the Airport intends to bring this permit to the Authority for approval at the same time they bring their recommendations for award of On-Site Concessions after the RFP Proposal Submittal date. But that the Airport will provide 'a draft' of the Off-Airport Permit which terms therein could be changed up until approval by the Authority after the Bid Submittal date for On-site Concessions. As we stated during the pre-proposal meeting, in order to determine response to the RFP for On-site Rental Concession, it is critical that we understand the terms of the Off-Site Permit **with certainty and prior to the bid submittal date** as the requirements/terms/conditions of the Off-Airport Permit are a critical factor to the determination of a proposal to do business On-Site. Further, it is disingenuous for the Airport to not provide that information with certainty before the bid responses are due. If the airport receives responses to the On-Airport RFP

that are not to their liking (ie. receives only one or two bids), the Airport can simply then change the terms of the Off-Airport Permit to re-coup their losses or otherwise make themselves whole for lost on-Airport revenues from un-bid for On-Site concessions. While we hope that would not happen, we cannot base our commitment under the RFP on such a hope or assumption. **As such, we respectfully request the bid submittal due date is pushed out to occur no sooner than two weeks after the approval of the Off-Airport Permit and distribution of that approved Permit under the RFP.**

Response: There will be no change to the submitted date.

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT
REVISED REQUEST FOR PROPOSALS

Alexandria International Airport
Alexandria, Louisiana

Section 1 Public Invitation - Request for Proposals

Section 2 Instructions to Proposers

Section 3 Proposal Form

Section 4 Qualifications and Experience Form

Section 5 Airport Concession Disadvantaged Business Enterprises

Section 6 Form of Car Rental Concession Agreement

Section 1

PUBLIC INVITATION – REQUESTS FOR PROPOSALS

The England Economic and Industrial Development District (England Authority) staff is seeking proposals for the award of four (4) non-exclusive Car Rental Concession Agreements for Alexandria International Airport (AEX). AEX is an operating division of the England Authority. Completed proposals must be submitted prior to 2:00 p.m. Central Time on ~~November 4~~~~May 14~~~~April 16~~, 2020, to the office of Kate Wells, Purchasing Department.

A pre-proposal conference will be held on Thursday, February 27, 2020, at 11:00 a.m. Central Time in the England Authority Conference Room at 1611 Arnold Drive, Alexandria, LA 71303. Attendance at this meeting by prospective Proposers is non-mandatory.

A second pre-proposal conference call will be held on Monday, October 5, 2020 at 3:00 p.m. Central Time. Proposers should call (888) 619-1583; Guest 554107#.

No proposal will be received after the date and hour specified above for the proposal due date. The England Authority reserves the right to reject any and all proposals and to waive any informalities incidental thereto. Information regarding the Car Rental Concession may be obtained by contacting the England Authority Office, Attn: Kate Wells, Purchasing Department, 1611 Arnold Drive, Alexandria, Louisiana 71303. Telephone (318) 427-6405.

The England Authority strongly encourages minority owned, woman owned, and small business to submit proposals.

Section 2

INSTRUCTIONS TO PROPOSERS

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT
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Section 2

INSTRUCTIONS TO PROPOSERS

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT

Alexandria International Airport
Alexandria, Louisiana

1. ISSUER

This Request for Proposals (RFP) is issued by the

England Economic and Industrial Development District (England Authority)
Purchasing Department
1611 Arnold Drive
Alexandria, Louisiana 71303

Questions about this RFP shall be addressed in writing to Ms. Kate Wells, Purchasing Department, England Authority, 1611 Arnold Drive, Alexandria, LA 71303, (318) 427-6405. No representation, clarification or modification with respect to this RFP shall be binding upon the issuer unless made through written addenda.

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Purchasing Department, in writing no later than 3:00 p.m., Central Time on Tuesday, March 3, 2020. All questions should be sent to Alexandria International Airport, Attention: Kate Wells, 1611 Arnold Drive, Alexandria, LA 71303 or via email: kwells@englandairport.org. Any corrections or changes, if required, will be provided in a written addendum. Authority staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Kate Wells. It is anticipated that any clarification/addendum needed to address questions submitted to the Authority will be posted by Friday, March 20, 2020. The Proposer assumes full responsibility for obtaining any addendum which may be posted on the Airport's website at www.englandairport.org.

Additional questions concerning this RFP must be submitted no later than Wednesday, October 7, 2020 at 3:00 p.m. Central Time to the same point of contact described above. It is anticipated that any clarification/addendum needed to address additional questions submitted to the Authority will be posted on or about Wednesday, October 14, 2020.

2. FORM OF THE RFP

This RFP consists of six parts, including these Instructions to Proposers.

1. Public Invitation - Request for Proposals
2. Instructions to Proposers
3. Proposal Form
4. Qualifications and Experience Form
5. Airport Concession Disadvantaged Business Enterprises
6. Form of Car Rental Concession Agreement

Proposers must comply or agree to comply with all of the requirements in this RFP. Proposers are solely responsible for full and complete compliance.

3. **INVITATION TO PROPOSE**

The England Authority may have contacted prospective Proposers known to do business relevant to this RFP. The England Authority has also advertised the availability of this RFP and invites all interested parties to submit proposals in accordance with the requirements of this RFP.

4. **SCOPE OF SERVICES**

The England Authority intends to award four (4) non-exclusive Car Rental Concession Agreements (hereinafter "CRCA"). A detailed statement of the concession granted and the rights, privileges, and obligations of each Concessionaire are set forth in the Form of Car Rental Concession Agreement.

5. **TERM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)**

The term of a CRCA shall be three (3) years (Term), as set forth in Section 2 of the FORM OF CRCA.

6. **FACILITIES**

The England Authority intends to enter into a CRCA with four car rental Proposers. Each Concessionaire will have counter space and adjoining office space and queuing space in the baggage claim area of the AEX terminal building. (Additional office space is available at more remote locations at additional cost.) Each Concessionaire will have a ready and return parking block in a designated exterior parking area near the baggage claim area of the terminal building. Each Concessionaire will also have the option to occupy one bay in the service facility, along with one inbound and one outbound fleet stacking lane. Facilities are depicted in Exhibits A, B(1), B(2), and C. Although the England Authority may consider a number of factors in awarding CRCAs, the locations of ~~counter space, ready and return parking blocks, and service facility bay with corresponding inbound and outbound fleet stacking lanes~~ will be awarded to Concessionaires in numerical rank order, with the Concessionaire offering the highest total minimum guarantee for the full three (3) year Term of the CRCA having first choice, the Concessionaire offering the second highest total minimum guarantee for the Term having second choice, and so on. The counter spaces and service facility bays with corresponding inbound and outbound fleet stacking lanes will be assigned to successful proposers based on their current assignment, if they currently hold a concession agreement with the England Authority. Any successful proposer which does not currently hold a concession agreement with the England Authority will be assigned an available location at the discretion of the Airport. Any remaining available bays in the service facility may be rented by a successful proposer as an additional bay with any such bays being offered in the same rank order. The Authority will utilize any bay not rented to a successful proposer at its discretion.

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Authority's sole discretion. The Authority will break a tie by flipping a coin. The Authority's ruling shall be final.

7. **CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER**

The Successful Proposer shall pay to the England Authority annually as compensation for the Premises and all other rights, licenses and privileges granted to it pursuant to the CRCA:

1. Concession Fee – the greater of either:
 - a. twelve percent (12%) of the Concessionaire's annual Gross Revenues ("Percentage Concession Fee");

OR

b. the respective annual amount proposed as the Concessionaire's Minimum Annual Guaranteed Fee ("MAG"): Each Successful Proposer's total MAG for the term of the CRCA shall be used to determine its relative order of selection of ~~4) Counter/Office/Queuing space in the Terminal, 2) Parking Blocks in the Ready and Return area and 3) Service Facility Bay and corresponding inbound and outbound fleet stacking lanes.~~

2. Rent - All Rents set forth in this Article 7, Sections 2.a, b and c, shall be paid in advance on the first (1st) of each month
- a. Counter/Office/Queuing Space Rent – Counter/Office/Queuing space rent shall be calculated at Thirty-Two Dollars and Eighty-One Cents (\$32.81) per square foot per annum through December 31, 2021¹⁹. Thereafter, commencing ~~January 1, 2021~~, January 1, 2022 and January 1, 2023 per square foot per annum rent shall be the same per square foot per annum rate by the other tenants in the Terminal Building.
- b. Ready and Return Parking Block Rent – Compensation to the England Authority for use of the Ready and Return parking block to the successful proposers shall be as follows:

Block A containing 45 spaces	Annual Rent \$48,600
Block B containing 40 spaces	Annual Rent \$43,200
Block C containing 37 spaces	Annual Rent \$39,960
Block D containing 34 spaces	Annual Rent \$36,720

	Annual Rent		
	Year 1	Year 2	Year 3
Block A containing 45 spaces	\$37,800	\$43,200	\$48,600
Block B containing 40 spaces	\$33,600	\$38,400	\$43,200
Block C containing 37 spaces	\$31,080	\$35,520	\$39,960
Block D containing 34 spaces	\$28,560	\$32,640	\$36,720

Block A containing 45 spaces	Annual Rent \$40,500
Block B containing 40 spaces	Annual Rent \$36,000
Block C containing 37 spaces	Annual Rent \$33,300
Block D containing 34 space	Annual Rent \$30,600

In the event the ENGLAND AUTHORITY receives only three qualified proposals, the Ready and Return parking blocks will be assigned as reflected in Exhibit B(2) and the rent shall be as follows:

	Annual Rent		
	Year 1	Year 2	Year 3
Block A containing 59 spaces	\$49,560	\$56,640	\$63,720
Block B containing 44 spaces	\$36,960	\$42,240	\$47,520
Block C containing 53 spaces	\$44,520	\$50,880	\$57,240

Block A containing 59 spaces	Annual Rent \$53,100
Block B containing 44 spaces	Annual Rent \$39,600
Block C containing 53 spaces	Annual Rent \$47,700

One-twelfth (1/12) of the annual block rent above shall be paid the 1st calendar day of each month throughout the lease term without invoice. Each Proposer's chosen block will remain fixed throughout the Term of the

CRCA. The Ready Return Block Rent shall not be subject to adjustment during the term of the CRCA.

- c. Service Facility Rent – Ground lease rent on the Service Facility shall be \$9,300 annually, per Concessionaire.
- d. Service Facility Maintenance Charge – Maintenance charges for the operation of the Service Facility shall be paid by each Successful Proposer on a monthly basis, one-twelfth of its proportionate share of the maintenance expenses budgeted for that concession. Such expenses will be reconciled at the end of the concession year, and allocated to the Successful Proposers based on their actual car wash usage of the facility, as provided for in Subsection 4.3 of the Sample CRCA.
- e. Fuel Flowage Fee – Automobile fuel provided for Concessionaires' purchase at the Service Facility shall be charged at the weighted average cost of the fuel to the Authority plus a fuel flowage fee of 25 cents per gallon.

8. MULTI – BRANDING

Multi-branding or dual branding will not be allowed under this CRCA. Each proposal will represent only one brand. If a proposer represents multiple car rental brands, he/she must submit a separate proposal for each brand. No brand maybe added during the term of the agreement.

9. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

- A. It is the policy of the England Authority to comply with U.S. Department of Transportation Regulations 49 C.F.R. Parts 23 and 26, as may be amended, and other applicable federal, state, and local statutes or regulations applicable to Airport Concession Disadvantaged Business Enterprises (ACDBEs). ACDBEs shall have the maximum opportunity to participate in the concession contracts/leases at the AEX. The England Authority has developed an ACDBE Concession Plan setting forth its policy pertaining to ACDBE participation in AEX concessions.
- B. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The 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.
- C. The concessionaire or contractor agrees to include the above statements (9B) in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- D. The Prime Concessionaire agrees to pay each ACDBE & non-ACDBE under this contract for satisfactory performance of its contract/services within ~~4530~~ 4530 days of the invoice date. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the England Authority.
- E. The England Authority has not established a race conscious contract goal for car rental concessions at Alexandria International Airport for the current goal period. The England Authority will rely on race neutral means (without the use of contract goals) to obtain ACDBE Participation on this concession. Car Rental Concessionaires are highly encouraged to give ACDBE Firms the maximum opportunity to participate on this concession.

10. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Thursday, February 27, 2020, at 11:00 a.m. Central Time** at the England Authority

Conference Room, 1611 Arnold Drive, Alexandria, Louisiana. [A second pre-proposal conference call will be held on Monday, October 5, 2020 at 3:00 p.m. Central Time. Proposers should call \(888\) 619-1583; Guest 554107#.](#)

Attendance at [these conferences](#)~~this conference~~ is NON-MANDATORY. [These conferences](#)~~This conference~~ will be the only opportunity afforded potential Proposers to discuss the scope and requirements of this RFP. Any changes, additions, or deletions to this RFP will be issued by the England Authority Purchasing Department in writing, and posted on the Authority's website.

11. MINIMUM QUALIFICATIONS

In order to ensure a high level of service to the general public, the England Authority will consider only proposals from organizations with experience in the consumer retail car rental business. Therefore, each Proposer must demonstrate that (a) it has been engaged in the consumer retail car rental business for at least the last three (3) consecutive years, (b) it has a national system of one-way drop off availability or exchange anywhere within the continental United States (c) it has produced gross revenues of at least \$250,000 in each of the past two years through the operation of a consumer retail car rental business and (d) it can provide a national credit card system and national reservation system for customers. Any proposal which fails to meet all of these minimum qualifications will be rejected. Franchise proposers must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchisees shall include a letter from franchisor granting approval to propose at the Airport.

12. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the England Economic & Industrial Development District, in the amount of Ten Thousand Dollars (\$10,000.00). The check or draft must be attached to the Proposal Form and will be held by the Authority, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Car Rental Concession Agreement, along with evidence of insurance, as required by the Car Rental Concession Agreement (attached hereto). If a successful Proposer should fail to execute the Car Rental Concession Agreement, or comply with other provisions of the contract documents by ~~December 1 June~~ [May 15](#), 2020, the proposal guaranty shall be forfeited to the Authority as liquidated damages.

13. BUSINESS ORGANIZATION

The Qualifications and Experience Form requires each Proposer to provide information concerning its organization, legal status of the organization; address; and other information to be attached to the Qualifications and Experience Form and submitted as parts of the proposal. Proposers must either (1) be authorized to do business in the State of Louisiana, or (2) certify intent to apply for such authority if awarded a CRCA. Successful Proposers must also comply with all State, Parish, and England Authority regulations on taxes and licenses.

14. INDEPENDENT PROPOSAL

By submitting a proposal, a Proposer certifies that its proposal has been derived independently without consultation, communication, or agreement with others, and without restricting competition. The person executing the proposal must certify that he/she is legally responsible and authorized to bind the Proposer to the requirements of this RFP and for the terms of the

CRCA. One proposer may submit multiple proposals each containing different brands to be operated at Alexandria International Airport without violating anti-collusion rules.

15. NON-COLLUSION AFFIDAVIT

Each Proposer shall submit along with his/her proposal, an affidavit certifying: (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Proposer to submit a false proposal; (c) that he/she has not solicited or induced any other person, firm, or corporation not to submit a proposal; and (d) that he/she has not sought by collusion to obtain for himself any advantage over any other Proposers.

16. ITEMS TO BE RETURNED WITH PROPOSAL

The following information should be returned in response to this RFP:

- A. Proposal Form including Proposal Guaranty
- B. Qualifications and Experience Form, including the information requested therein attached on additional sheets as necessary
- C. Non-collusion Affidavit

17. COMPLETE RESPONSE

Proposers must submit complete and concise responses to the RFP. Proposals will remain valid for forty-five (45) days. All proposals will be retained by the England Authority. Proposals should be prepared simply and economically, providing as complete details as requested.

18. DISCLOSURE OF PROPOSAL CONTENTS

If a proposal contains information that the Proposer does not want disclosed to the public, or used for any purpose other than the evaluation of the England Authority, all such information must be indicated with the following or similar statement:

The information contained on page(s) shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; if a contract is awarded to the proposer, as a result of the submission of such information, the England Authority shall have the right to duplicate, use, or disclose this information the extent provided in this contract. This restriction does not limit the England Authority's right to use the information contained herein if obtained from another source.

Proposer is informed that the Louisiana Public Records Act (LPRA) makes all such information submitted under this RFP public information after award of contract unless the Proposer can establish in advance that certain information provided is proprietary and confidential and exempt from disclosure under the LPRA.

19. DEADLINE

Proposals are due no later than 2:00 p.m., Central Time, on ~~Wednesday~~ ~~Thursday~~, ~~November 4~~ ~~May 14~~ ~~April 16~~, 2020, at the office of Kate Wells, England Authority, Purchasing Department, 1611 Arnold Drive, Alexandria, LA 71303. Late proposals will not be accepted. One (1) original copy and one electronic copy (pdf format on a flash drive) of the proposal shall be submitted in an envelope with the title "PROPOSAL FOR CAR RENTAL CONCESSION AGREEMENT - ALEXANDRIA INTERNATIONAL AIRPORT". If mailed, the sealed envelope shall be enclosed in a separate envelope with the notation "Proposal for Car Rental Concession Agreement" on the face of it. Express mail will be accepted if the proposal is enclosed

in another envelope and addressed as indicated above. Proposals will be opened publicly and the Name of the Proposer, the Brand proposed and the Total Minimum Guarantee for Years One through Three will be read aloud.

20. POST SUBMISSION QUESTIONS

After opening of proposals, Proposers may be required to respond to questions by the England Authority staff, as needed, either in writing, conference call or in person.

21. ACCEPT, REJECT OR WITHDRAW PROPOSALS

The England Authority reserves the right, in its sole discretion, to award or not to award a CRCA. The England Authority further reserves the right to accept or to reject any or all proposals, to waive any informality of any proposal, to modify or amend with the consent of the Proposer any proposal prior to acceptance, and to effect any agreement otherwise, all as the England Authority, in its sole discretion, may deem to be in its best interest. The England Authority reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the England Authority or who has failed to perform faithfully on any previous contracts with the England Authority. No proposal may be withdrawn after 2:00 p.m. Central Time, ~~Wednesday~~Thursday, November 4~~May 14~~April 16, 2020.

22. EVALUATION

The England Authority will review the merits of proposals in accordance with the evaluation criteria listed below. Proposals shall be evaluated based on:

- A. The sum total of the minimum annual guarantees proposed for the three (3) year term of the CRCA or total concession guarantee.
- B. Previous background and experience of the Proposer with respect to the minimum qualifications. (See Paragraph 11)
- C. Previous background or history of default or arrearage in previous or existing agreements with the England Authority.

As provided for in Paragraph 6, the locations of counter space, ready and return parking blocks and service facility will be awarded to Concessionaires in numerical rank order, with the Concessionaire offering the highest total minimum guarantee for the full three (3) year Term of the CRCA having first choice, the Concessionaire offering the second highest total minimum guarantee for the Term having second choice, and so on.

23. SELECTION MEETING

A Selection Meeting will be held on ~~Tuesday~~Thursday, November 10~~May 21~~April 23, 2020 at 10:00 a.m. Central Time for successful Proposers to select their positions based on highest to lowest proposal submitted.

24. ETHICS

All proposals and leases shall be subject to the codes, provisions and interpretations of the Louisiana Ethics Law, Louisiana Revised Statutes Title 42 Chapter 15.

25. PROHIBITION AGAINST LOBBYING

The Proposer shall not lobby, either on an individual or collective basis, the Authority (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its' written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Authority

(its associated employees, or outside advisors) or any federal, state, or local elected or public officials or Authority staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

26. GOVERNING LAW

The laws of the State of Louisiana shall govern any CRCA executed between the successful Proposer and the England Authority. Further, the place of performance and transaction of business shall be deemed to be Rapides Parish, State of Louisiana and, in the event of litigation, the exclusive venue and place of jurisdiction shall be the Ninth Judicial District Court, Rapides Parish, Louisiana.

27. COST OF PREPARING PROPOSALS

The England Authority shall not be liable for any costs incurred by prospective Proposers for the preparation or submittal of proposals.

28. PROPOSER'S SIGNAGE RESPONSIBILITY

IT IS EXPRESSLY UNDERSTOOD THAT EACH SUCCESSFUL PROPOSER WILL BE REQUIRED TO INSTALL ALL SIGNAGE IN THE TERMINAL COUNTER/OFFICE SPACE. SIGNAGE MUST CONFORM TO THE ENGLAND AUTHORITY'S SIGN STANDARDS. NO DEVIATION FROM THESE STANDARDS WILL BE ALLOWED UNLESS APPROVED IN WRITING BY EXECUTIVE DIRECTOR. THE SUCCESSFUL PROPOSERS WILL BE REQUIRED TO PROVIDE STANDARD SIGNS IN THEIR RESPECTIVE PARKING BLOCKS WHICH MUST BE PRE-APPROVED BY THE EXECUTIVE DIRECTOR.

29. STATISTICAL INFORMATION

AEX passenger air transportation service is currently provided by three air lines: American Airlines, Delta Air Lines, and United Airlines. Provided below is certain statistical information representing the rental car gross revenues (sales) reported to the Authority for the previous four years. The Airport's previous four (4) year passenger enplanements are also included for review. These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

Historical Rental Car Gross Revenues – Agreement Period Ending				
Operator	11/30/2016	11/30/2017	11/30/2018	11/30/2019
National	\$2,271,424	\$2,608,577	\$2,276,824	\$2,092,035
Hertz	1,695,477	1,451,642	1,942,801	2,179,492
Avis	904,519	878,501	690,081	785,007
Budget	605,890	703,787	963,271	1,105,256
Total	\$5,477,310	\$5,642,506	\$5,872,977	\$6,161,790
Historical Deplanement Activity				
Total Deplanements	129,670	144,300	141,907	144,947

Exhibit A - CAR RENTAL COUNTER LOCATIONS

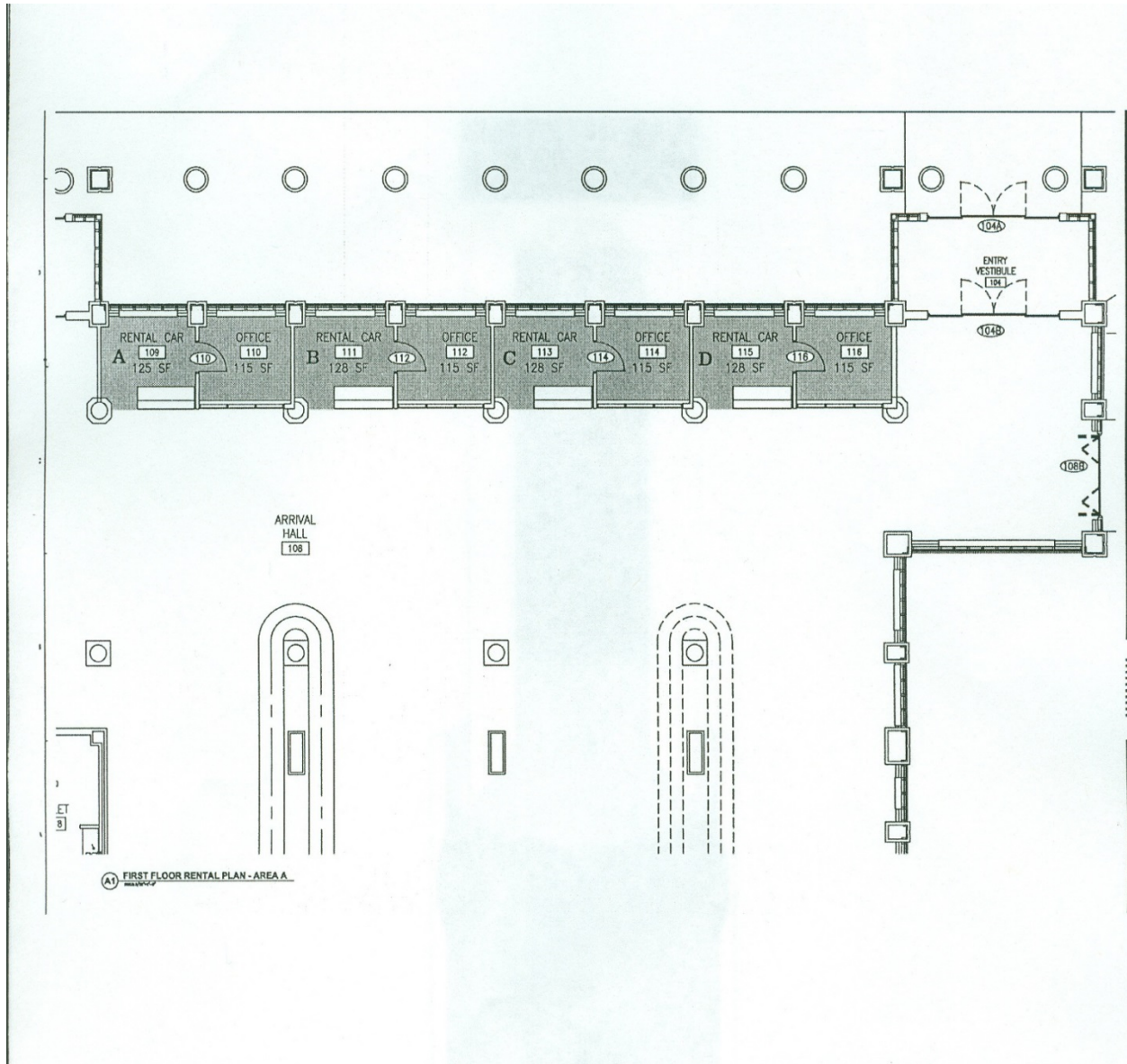


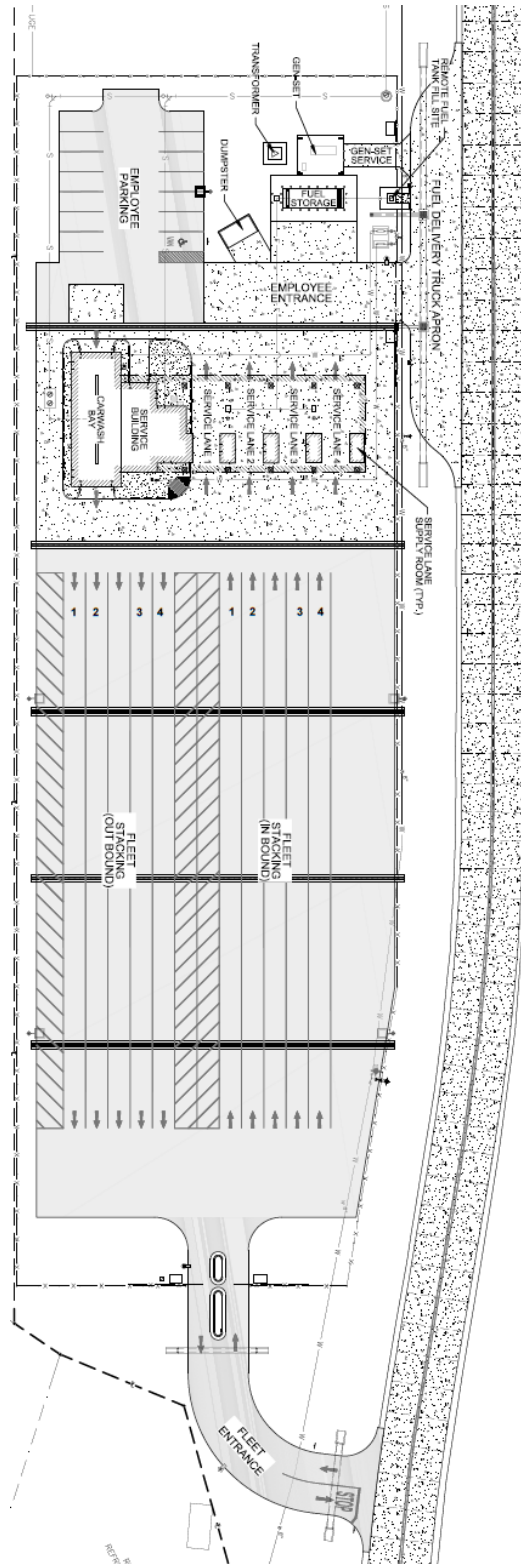
Exhibit B(1) – READY AND RETURN PARKING BLOCKS (4 Block Configuration)



Exhibit B(2) – READY AND RETURN PARKING BLOCKS (3 Block Configuration)



Exhibit C - SERVICE FACILITY



Section 3

REVISED PROPOSAL FORM

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT
Alexandria International Airport
Alexandria, Louisiana

TO: Purchasing Department
England Economic and Industrial Development District
1611 Arnold Drive
Alexandria, Louisiana 71303

The undersigned, having examined the instructions to Proposers, the proposed Form of Car Rental Concession Agreement (CRCA), and any and all related documents for the proposed non-exclusive operation of Car Rental Concessions at the Alexandria International Airport, Alexandria, Louisiana, (AEX) and having become familiar with the proposed sites for the operation thereof, hereby proposes to pay annually, through 12 monthly installments, to the England Authority during the three (3) year term (Term) of the CRCA the greater of twelve percent (12%) of its annual "Gross Revenue" as defined in the CRCA or the following minimum annual guarantee (cannot be less than ~~\$60,000~~\$120,000 per year) for each of the three (3) years of the Term, whichever is greater. The annual minimum guarantee proposal for each contract year must not be less than the annual minimum guarantee proposal for the previous year.

Minimum Annual Guarantee Proposal

Year 1 – July 1, 2020 to June 30, 2021 <u>January 1, 2021 to December 31, 2021</u>	\$	_____
Year 2 – July 1, 2021 to June 30, 2022 <u>January 1, 2022 to December 31, 2022</u>	\$	_____
Year 3 – July 1, 2022 to June 30, 2023 <u>January 1, 2023 to December 31, 2023</u>	\$	_____
Total Minimum Guarantee for Years 1 through 3	\$	_____

The undersigned agrees to execute the formal CRCA. It is understood and agreed that the Proposer with the highest Minimum Annual Guarantee shall have first choice of ~~Counter Location, a Ready and Return Parking Block and Service Bay with corresponding inbound and outbound fleet stacking lanes. Second highest Proposer will have choice of remaining three areas. Third highest Proposer will have choice of remaining two areas with the lowest proposer of the four being assigned the remaining location. The successful Proposer with the second highest Minimum Annual Guarantee shall select second from the locations remaining and so on until all locations have been selected.~~ Counter Location, Ready and Return Parking Block, and Service Facility Bay with corresponding fleet stacking lanes shall remain the same for the entire contract term. Any remaining available bays in the service facility may be rented by a successful proposer as an additional bay with any such bays being offered in the same rank order.

The undersigned proposer certifies that their proposal has been derived independently without consultation, communication, or agreement with others, and without restricting competition.

The undersigned proposer intends to operate under the following brand name: _____.

The person executing this proposal certifies that he/she is legally responsible and authorized to bind the Proposer to the requirements of

this RFP and for the terms of the CRCA.

The following items are to be submitted along with the proposal form:

1. Proposal Guaranty
2. Qualifications and Experience Form (Section 4 of the RFP package), including the information requested therein attached on additional sheets as necessary
3. Non-collusion Affidavit

The undersigned acknowledges receipt of England Authority:

Addenda # 1: Date: _____ Signature: _____

Addenda #2: Date: _____ Signature: _____

Addenda #3: Date: _____ Signature: _____

Addenda #4: Date: _____ Signature: _____

The undersigned hereby acknowledges receipt of the RFP for CRCA package, consisting of five (5) sections, Instructions to Proposers for the Car Rental Concession; and all addenda; that it has reviewed the CRCA package in its entirety prior to execution of this proposal; that its authorized representative has inspected the premises where Concessionaires will operate and has become thoroughly familiar therewith. By submission of this proposal, the Proposer acknowledges that the England Authority has the right to make any inquiry or investigation deemed appropriate to substantiate or supplement information contained in this proposal and any related documents attached, and authorizes release to the England Authority of any and all information sought in such inquiry or investigation.

Dated at _____ this _____ day of _____, 2020.

Signature of Proposer:

If an individual:

Doing business as:

If a Limited Liability Company:

Doing business as:

If a partnership:

Doing business as:

By:

(General Partner)

If a corporation or Limited Liability Corporation (LLC) :

_____ a _____ corporation.

By:

Title:

(Seal if proposal by corporation/LLC)

Address of Proposer:

Telephone Number _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

This _____ day of _____, 2020

PROPOSER

personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish/County of _____ State of _____, represented herein by, who after being by me duly sworn did depose and say that he/she is a PROPOSER for the ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT Non-exclusive Car Rental Concession Agreement; and that he/she does hereby certify:

- a) That his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation;
- b) That he/she has not directly or indirectly induced or solicited any other Proposer to submit a false proposal;
- c) That he/she has not solicited or induced any other person, firm, or corporation not to submit a proposal;
- d) That he/she has not sought by collusion to obtain for himself any advantage over any other Proposers.

BY: _____

SIGNATURE

WITNESS:

SWORN TO AND SUBSCRIBED

Before me this _____ day
of _____, 2020

NOTARY PUBLIC

Section 4

QUALIFICATIONS AND EXPERIENCE FORM

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT
Alexandria International Airport
Alexandria, Louisiana

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2. Financial Information	23
3. Statement of Qualifications and Experience Instructions	24

QUALIFICATIONS AND EXPERIENCE FORM

(To be Used by All Proposers)

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT
Alexandria International Airport
Alexandria, Louisiana

1. GENERAL INFORMATION

Proposer hereby certifies that all statements and answers to questions herein are true and correct. All information requested in this form shall be furnished and submitted by the Proposer with the Proposal Form. Statements must be complete, accurate and in the form requested.

- A. Name and address of proposer as it should appear on the Car Rental Concession Agreement (CRCA):

- B. Address of Proposer, if different from above, for purposes of notice or other communication relating to the proposal and CRCA. (If Proposer is other than an individual, provide the name of Proposer's authorized representative.):

Telephone number: _____ Email Address: _____

- C. Proposer intends to operate the Car Rental Concession as a corporation (); limited liability company (); partnership (); sole proprietorship (); (Check appropriate space); or

- D. What Brand are you representing? _____

- E. Indicate below if you are certified by the State of Louisiana as a Minority-Owned Business Enterprise (MBE) or Woman Owned Business Enterprise (WBE).

MBE ()

WBE ()

Indicate if you are a certified Disadvantaged Business Enterprise: DBE ()

CORPORATION / LIMITED LIABILITY COMPANY STATEMENT

If a corporation, a corporation-in-information or a limited liability company, answer the following:

1. Date of incorporation/organization?

2. In What State?

3. Are you authorized to do business in Louisiana?

Yes ()

No ()

If so, as of what date?

4. Principal Place of Business (Complete address and telephone number)

5. Furnish the following information about the principal officers of the entity (provide additional sheets if necessary):

NAME

TITLE

ADDRESS

Name and address of agent for process in the State of Louisiana:

PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of organization?

2. General Partnership () Limited Partnership () Limited Liability Partnership ()

3. Principal Place of Business (Complete address and telephone number)

4. Is the partnership authorized to do business in Louisiana?

Yes ()

No ()

5. Name and address of each general partner:

NAME

ADDRESS

JOINT VENTURE

If a joint venture, answer the following:

1. Date of organization?

2. Is the joint venture authorized to do business in Louisiana?

Yes ()

No ()

3. Name and address of each joint venture:

NAME

ADDRESS

SOLE PROPRIETORSHIP

If sole proprietorship, furnish the following:

1. Proprietor's name in full:

Address:

Company (dba) name:

Company address:

How long in business under this company name?

2. FINANCIAL INFORMATION

A. Financial Statement

All Proposers must provide financial statements for their organizations for the last two (2) fiscal years. Included therein shall be information naming the principals and local and regional management personnel. Also included shall be a listing of Proposer's financial references, including banks and other financial institutions that are used by Proposer. (Financial references are not required to be provided by incumbent operators as defined in Section 3 of this form, below. However, financial statements and information of principals and personnel is not waived for incumbents. All proposers must submit this information.) The England Authority reserves the right to confirm and request clarification of all information provided. Incomplete disclosure may result in a proposal being deemed to be non-responsive.

(Attach statements as Attachment II, A. Alternatively, Proposer may provide a URL link to the required financial information or provide the required financial information on a flash drive.)

B. Surety Information

Provide information, including name of bonding company or reference that indicates your ability to qualify for, obtain, and submit the Performance Bond or Letter of Credit that must be submitted to the ENGLAND ECONOMIC AND INDUSTRIAL

DEVELOPMENT DISTRICT if you are awarded this concession privilege.

(Attach answer, if any, as Written Attachment II, B.)

Have you ever had a bond or surety canceled or forfeited?

Yes ()

No ()

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

(Attach answer, if any, as Written Attachment II, B.)

C. Bankruptcy Information

Have you or the principal owners of your consumer retail car rental organization ever declared bankruptcy?

Yes () No ()

If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets.

(Attach answer, if any, as Written Attachment II, C.)

3. STATEMENT OF QUALIFICATIONS AND EXPERIENCE INSTRUCTIONS

For each question that requires an attachment, please state the paragraph number, e.g., Attachment III, A, and the corresponding question. **This section does not need to be completed by incumbent on-airport concessionaries. However, the England Authority reserves the right to require apparent successful Proposers to complete and submit such documents. (Incumbent shall mean a legal entity that currently holds a Car Rental Concession Agreement at AEX).**

- A. Number of years Proposer has operated a consumer retail car rental service. (If car rental service is to be operated by a joint venture or partner, indicate the experience of each party.)

Car rental experience: _____ years.

- B. Describe the nature of your experience in the operation of facilities and state the number of persons you currently employ in such operations. (Attach answer as Written Attachment III, B.)
- C. Submit a list of the three (3) largest airport locations where you have operated consumer retail car rental facilities within the last five (5) consecutive years, giving the dates of operation for each location and the gross revenues for each operation for the last three (3) years. (Attach answer as Written Attachment III, C.)
- D. Provide names, addresses, and telephone numbers for landlords, if any, for all operations listed in Paragraph C above. (Attach answer as Written Attachment III, D.)
- E. Provide name, location, and date of all car rental operating contracts, if any, that have been terminated within the past five (5) years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating

car rental operating agreements operated by proposer within the past five (5) years. If none, indicate "none" here. (Attach separate sheet, if necessary, as Written Attachment III E.)

F. Name and experience of key personnel of Proposer for Alexandria International Airport operation:

<u>TITLE</u>	<u>NAME</u>	<u>EXPERIENCE</u>

(If additional space is needed, attach answer at Written Attachment III, F.)

G. Do you have a nationwide reservation system?

Yes ()

No ()

H. State the number and make of cars that your organization proposes to use at AEX.

I. State the names of your credit card affiliations

J. Will you provide affiliation with a preferred marketing program for frequent users, (for example Hertz II, Gold Club, etc.)?

Yes ()

No ()

If yes, provide name of program?

K. State the number and locations of your operating outlets and facilities in Louisiana, if any:

The undersigned hereby attests to the truth and accuracy of all statements, answers, and representation made in this qualifications and experience form, including all supplementary statements attached hereto. (Individual, Partner, Joint Venture, Authorized Officer of Corporation.)

By: _____

Title: _____

Section 5

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

ACDBE Car Rental Proposal Specifications

1. The proposer is hereby advised that the England Authority has employed the services of Eddlemon & Associates to administer the Airport Concessionaires Disadvantaged Business Program. Eddlemon & Associates is responsible for ensuring that the program is applied in accordance with the applicable law. Any questions concerning the ACDBE Program should be addressed to the offices of Eddlemon & Associates located at 5237 Raphael Drive, Alexandria, LA. 71303 or the office may be contacted at (318) 613-8143.
2. Participation by those ACDBE's certified on the Louisiana Unified Certification Program (LAUCP) Directory will be counted towards the race neutral participation on this concession. The LAUCP Directory can be located via the Internet at www.laucp.org. Proposers should select Airport Concessionaires under Type of Service to view the Certified Airport Concessionaires. For information, please contact the ACDBE Liaison Officer (ACDBELO), Lynne Eddlemon at (318) 613-8143 or email her at lynne@kazette.com.
3. To insure compliance with 49 CFR Part 23, the successful concession firm will be required to submit an ACDBE Quarterly Payment and Participation Report by the 20th day of April, the 20th day of July, the 20th day of October and the 20th day of January of each year of the contract which will cover the ACDBE Participation and Payments that were made during the previous quarter of each due date (Attachment 1). If the report is not received by the ~~30~~²⁵th day of the month in which it is due the England Authority may impose a \$100.00 late filing penalty. Interest may be accrued on the penalty at a rate of 1.5% per month from the date such item was due to the date the report is received by the ENGLAND AUTHORITY DBE OFFICE.
4. The successful concession firm agrees to pay to each ACDBE and non-ACDBE under this contract for satisfactory performance of its contract/services within ~~forty-five~~^{thirty} (~~45~~³⁰) days of the invoice date. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from the England Authority.
5. The DBE Office through the application of 49 CFR §26.558 will be responsible for the determination and evaluation of whether or not an ACDBE firm is performing a commercially useful function on this concession agreement.

6. The Prime Concessionaire is required to notify the DBE Office if their ACDBE subcontractors will further subcontract out any portion of the concession. Credit will be given based on actual participation by ACDBEs.
7. The England Authority retains the right to examine all proposers purchase records, financial statements, tax records, contracts and other related documents supporting the reported ACDBE vendor purchases/sub-concessions as a Compliance & Enforcement mechanism under 49 CFR Section 23.29. Periodic reviews of this type are intended as a means of maintaining the integrity of the Concession and failure to supply requested documentation shall be deemed a violation of the Concession with contractor being in non-compliance. This data shall be retained for a minimum of 3 years following the end of the concession agreement or other covered contract.
8. Pursuant to 49 CFR Part 23.29, the England Authority will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with this contract, so that DOT can take the necessary steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, suspension and debarment or the levying of civil penalties).
9. Failure by the successful contractor to carry out the requirements of 49 CFR Part 23 and 49 CFR Part 26 is a material breach of the contract, which may result in the termination of this contract or such other remedy, as the England Authority deems appropriate. These requirements apply to all concession firms and suppliers, including those who qualify as an Airport Concession Disadvantaged Business Enterprises (ACDBE).
10. The England Authority reserves the right to waive any of these specifications when it is in the best interest of the England Authority.

Attachment 1
Alexandria International Airport (AEX) ACDBE Quarterly Payment and Participation Report
Car Rental Concessions

Car Rental Concessionaire: _____

Address: _____

Phone: _____ Contact Person: _____

Qtr. /YR Covered: _____

Total Gross Receipts for Concessionaire this Qtr: \$ _____

Total Purchases (\$) of Goods and Services (ACDBE and Non-ACDBE) for Alexandria International Airport this Qtr _____

Total Purchases (\$) of Goods and Services (ACDBE) for Alexandria International Airport this Qtr _____

Total Number of Purchases (ACDBE and Non-ACDBE) for Alexandria International Airport this Qtr _____

Total Number of Purchases (ACDBE) for Alexandria International Airport this Qtr _____

ACDBE Sub-Concessions This Qtr:

Ethnicity	Total Number Of Sub-Concessions	Total Dollar Amount
ACDBE Black Americans		
ACDBE Hispanic Americans		
ACDBE Asian Pacific Americans		
ACDBE Asian Indian Americans		
ACDBE Native American		
ACDBE Non-Minority Women		
Totals		

ACDBE Goods and Services Purchased This Qtr:

Ethnicity	Total Number of Purchases	Total Dollar Amount
ACDBE Black Americans		
ACDBE Hispanic Americans		
ACDBE Asian Pacific Americans		
ACDBE Asian Indian Americans		
ACDBE Native American		
ACDBE Non-Minority Women		
Totals		

ACDBE FIRM INFORMATION
(Provide this information for each ACDBE Firm)

Name of ACDBE Firm: _____

ACDBE Participation by Race/Gender:

___ Black Americans ___ Hispanic Americans ___ Asian- Pacific Americans
___ Asian-Indian Americans ___ Native Americans ___ Non-minority Women
___ Other _____

Address: _____

City: _____ State: _____ Zip: _____

If participation is in the form of a Sub-concession please list:

Date Concession (i.e. lease/sublease) began: _____

Date Concession (i.e. lease/sublease) expires: _____

Dollar Amount of Sub-concession: \$ _____

Options to Renew:

How Many: _____ Length of Time: _____

Dates that material amendments have been made or will be made to sub-concession agreement (If known):

PLEASE PROVIDE THE DBE OFFICE WITH COPIES OF ANY SUB-CONCESSION LEASE AGREEMENTS THAT YOUR COMPANY ENTERS INTO WITH AN ACDBE FIRM.

IF YOUR ACDBE PARTICIPATION WAS FROM THE PURCHASE OF GOODS AND SERVICES FROM ACDBES PLEASE PROVIDE THE DBE OFFICE WITH COPIES OF THE INVOICES FROM THE ACDBES AND A COPY OF THE CHECK(S) WHERE YOUR COMPANY PAID THE ACDBE FIRMS FOR GOODS AND SERVICES.

Total Dollar Amount Purchased from this ACDBE Firm This Qtr. \$ _____.

The undersigned, states that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
Concessionaire/Authorized Representative

Section 6

| REVISED FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION
Alexandria International Airport
Alexandria, Louisiana

FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)
NON-EXCLUSIVE CAR RENTAL CONCESSION
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Section 6

FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION
Alexandria International Airport
Alexandria, Louisiana

THIS Concession, made and entered into this ____ day of _____, 2020 by and between the England Economic and Industrial Development District (hereinafter referred to as ENGLAND AUTHORITY), a political subdivision of the State of Louisiana, and _____ (hereinafter referred to as "CONSESSIONAIRE"), a _____, domiciled in _____.

WITNESSETH:

WHEREAS, ENGLAND AUTHORITY controls, owns, operates, and maintains a public airport in Parish of Rapides, Louisiana, known as Alexandria International Airport ("AEX"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, ENGLAND AUTHORITY desires to provide for the operation of car rental concessions to the general public in the AEX Terminal Building, and

WHEREAS, the ENGLAND AUTHORITY, on the terms and conditions herein contained, grants to CONCESSIONAIRE the right to operate its car rental concession at the Airport;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the ENGLAND AUTHORITY and CONCESSIONAIRE agree as follows:

SECTION 1 – PREMISES

ENGLAND AUTHORITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby agrees to receive from the ENGLAND AUTHORITY occupancy privileges in the following spaces and facilities, hereinafter called "Premises":

(a) Approximately two hundred eighty-eight (288) square feet, more or less, of counter and adjoining office space in the Terminal Building at AEX at the location shaded in grey on Exhibit A, attached hereto and by reference made a part hereof for entire contract term.

(b) One ready and return parking block at the location marked in yellow on Exhibit B attached hereto and made a part hereof by reference. All of the ready and return parking blocks shall hereafter be referred to as "Ready and Return Parking Blocks." for the entire contract term.

(c) The real property located at 2235 H K Stanley Drive, Alexandria, LA, encompassing 3.1 acres of improved land, including the exclusive use of one service bay of 668 sq. ft., exclusive use of one inbound and one outbound fleet stacking lane of approximately 5,000 sq. ft., and joint use of: (1) break room, (2) car wash bay, (3) employee parking area, (4) fuel storage, (5) fuel filling

pad, (6) fuel islands, (7) common use restrooms, and (8) all associated facilities and landscaping at the Service Facility as depicted on Exhibit C.

SECTION 2 – TERM

This concession shall have a term of three (3) years (Term), beginning on the 1st day of ~~January~~July, 2020~~21~~ (commencement date) and ending on the ~~31st~~30th day of ~~December~~June, 2023 unless sooner terminated as provided herein. Each twelve (12) month period, or portion thereof, shall be considered a Concession Year.

SECTION 3 – USES, PRIVILEGES AND PROHIBITED ACTIVITIES

Subsection 3.1 – Uses and Privileges: CONCESSIONAIRE shall enjoy the following privileges in connection with the grant of this concession:

(a) The non-exclusive right, privilege, and obligation to conduct and operate a passenger car rental concession at AEX, including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airports of similar size and capacity.

(b) The non-exclusive right of ingress and egress to and from AEX on roadways within the England Airpark and Industrial Community subject only to such reasonable rules and regulations as may be established by AEX or the ENGLAND AUTHORITY as respecting such use.

(c) It is expressly understood by this Concession that the Premises be will used to store, service and park only those vehicles and related accessories and equipment necessary to provide and support car rental services on the ~~Airport~~AEX.

(d) CONCESSIONAIRE shall use the Service Facility designated in SECTION 1(c) hereof only for the following activities:

(1) Vehicle fueling, washing, cleaning, fluid replacement, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this CRCA.

(2) Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Facility.

(3) Washing of vehicles only in the car wash bay designated for that purpose.

(4) Storage of its On-Airport vehicles in the spaces allotted to CONCESSIONAIRE prior to their return to the Ready and Return Parking Blocks.

(5) CONCESSIONAIRE employees, agents, and invitees must comply with the applicable parking requirements, laws, local statutes and ordinances as set forth in this CRCA.

Subsection 3.2 – Prohibited Activities.

(a) No signs shall be installed by CONCESSIONAIRE on or about the Premises without prior written approval of the ENGLAND AUTHORITY, said approval being discretionary with the ENGLAND AUTHORITY. The ENGLAND AUTHORITY enforces signage standards throughout the AEX complex including the terminal, car rental counter back-wall, Service Facility and ready and return parking block. No temporary signs or displays shall be permitted on the back wall or the counter surfaces without the prior written approval of the ENGLAND AUTHORITY. No signs stating "cars available" or similar messages will be permitted. Handwritten signs are prohibited. All signs must be approved by the Executive Director before installation.

(b) Nothing shall be placed on window/window sills. Window sills must be kept clean at all times. No exceptions will be made. Items attached to walls inside of rental space shall only be posted upon approval of the Executive Director.

(c) All ready/return vehicles must park in designated parking areas only. Any vehicles parked in non-designated areas will be towed immediately. All ready vehicles must pull straight in to parking spaces; no vehicles are to be backed in. CONCESSIONAIRE Employees are strictly forbidden from parking in ready and return parking blocks. All employees must park in designated employee parking.

(d) Due to security restrictions, no unattended vehicles may park in the terminal pass thru/drop off lanes for any amount of time. Violations will result in vehicle being towed immediately at the expense of the CONCESSIONAIRE.

(e) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airpark.

(f) CONCESSIONAIRE shall not permit or allow any vehicles that belong to or are controlled by CONCESSIONAIRE or CONCESSIONAIRE's employees, suppliers, shippers, customers, or invitees to be loaded or unloaded in areas other than those designated by ENGLAND AUTHORITY for that particular activity. No trucks or transport trailers are allowed to be parked on Airport except for trucks that CONCESSIONAIRE rents at the Airport. Should CONCESSIONAIRE need to receive fleet deliveries by transport trailer, such deliveries should be made at the Service Facility, if the CONCESSIONAIRE leases a bay at the Service Facility. Transport trailers should remain at the Service Facility only as long as required to promptly load and/or unload vehicles.

(g) CONCESSIONAIRE or CONCESSIONAIRE's employees shall not store trucks, motorhomes, campers, trailers, non-operational vehicles, boats or any vehicle not directly related to CONCESSIONAIRE's business activities at the Airport.

(h) CONCESSIONAIRE shall not utilize the Service Facility for any maintenance or for the storage of damaged vehicles.

(i) CONCESSIONAIRE shall not allow its customers or the general public to enter the Service Facility.

(j) CONCESSIONAIRE shall not permit its employees to vacuum, wash or fuel their personal vehicles at the Airport.

(k) CONCESSIONAIRE shall post and distribute sufficient reference to these conditions of use as necessary to provide reasonable notice.

(l) CONCESSIONAIRE shall not operate a vehicle sales operation on the Airport premises without first obtaining the written consent of the ENGLAND AUTHORITY.

(m) CONCESSIONAIRE shall not discharge into the sewer system any substances, of whatever nature, that may prove harmful to the sewage system or require any abnormal treatment by the sewage treatment plant. ENGLAND AUTHORITY reserves the right to enter upon the Premises to take samples and to examine the discharge into the sewer system. If harmful or clogging substances are being discharged, CONCESSIONAIRE hereby agrees to install and operate the treatment facilities necessary for the business. ENGLAND AUTHORITY reserves the right to make rules regulating type and character of sewage that will be deposited in the system, such rules to be in conformity with usual practices.

(n) No flammable materials shall be stored in the Premises with the exception of windshield washer fluid provided it is stored in a NFPA approved flammable storage cabinet that shall be grounded.

SECTION 4 – RENT, CHARGES AND FEES

Subsection 4.1 - Concession Fee

(a) Minimum Annual Guarantee. For the concession privileges granted hereunder, and in addition to other fees and charges set forth herein to be paid by CONCESSIONAIRE, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY a Minimum Annual Guarantee (MAG) in equal monthly installments. The MAG payment shall be paid in advance on the first (1st) day of each month during the Term hereof, as follows:

Year 1 ~~– January 1 to December 31~~ July 1, 2020 to June 30, 2021 - _____ payable in twelve (12) equal installments of _____ per month.

Year 2 ~~– January 1 to December 31~~ July 1, 2021 to June 30, 2022 - _____ payable in twelve (12) equal installments of _____ per month.

Year 3 ~~– January 1 to December 31~~ July 1, 2022 to June 30, 2023 - _____ payable in twelve (12) equal installments of _____ per month.

Once the sum of Concession Fee payments remitted has reached the MAG in any given Concession Year, the CONCESSIONAIRE may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Concession Year. The CONCESSIONAIRE shall continue to report and remit each and every month after the annual MAG has been reached the full 12% of reported Gross Revenues for the previous month.

~~_____ If, for any reason, the number of passengers deplaning on scheduled airline flights at AEX during any three (3) consecutive month period shall be lower than 75% of the number of such deplaning passengers for the same three (3) consecutive months of the~~

~~immediately preceding Concession Year or of the year immediately preceding the first Concession Year, the MAG shall be abated. The Percentage Fee of 12% will continue to be due during the period of MAG abatement. If the major traffic reduction continues for additional months, the proportional abatement will continue as well, until there is a month when traffic does not fall below the threshold. This major traffic reduction can only be identified after any three month period ends; however, the major traffic reduction exists for any three month period when all three months had 75% or fewer deplaning passengers. Overpayments of the MAG will be credited to the CONCESSIONAIRE during the year end reconciliation process described in Section 5.1(b) below.~~

(b) Percentage Fee. In addition to the Minimum Annual Guarantee specified in Subsection 4.1 (a), above and as part of the total consideration to be paid by CONCESSIONAIRE to the ENGLAND AUTHORITY, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY additional fee (hereinafter referred to as "Percentage Fee") which shall be payable within twenty (20) days following the end of each month that this Concession remains in effect and shall be equal to the amount, if any, by which the sum of twelve (12%) percent of Gross Revenue, as hereinafter defined, of CONCESSIONAIRE for such month exceeds the monthly installment of the Minimum Annual Guarantee paid for such month. At the end of each Concession Year an adjustment shall be made between the ENGLAND AUTHORITY and CONCESSIONAIRE, so that the total amount payable and paid for such Concession Year shall be the greater of (i) the Minimum Annual Guarantee or (ii) a sum equal to twelve (12%) percent of Gross Revenue of the CONCESSIONAIRE for such Concession Year. ~~In the event the amount of payments made during the preceding Concession Year exceeds the total of any payments due for such Concession Year, the excess payment shall be returned to the CONCESSIONAIRE within thirty (30) days after the ENGLAND AUTHORITY's acceptance of the final certified statement described in this Section.~~

CONCESSIONAIRE acknowledges that Concession Fee payments by CONCESSIONAIRE to ENGLAND AUTHORITY under this CRCA are for CONCESSIONAIRE's privilege to use the Airport facilities and access the Airport market and are not fees imposed by ENGLAND AUTHORITY upon CONCESSIONAIRE's customers. ENGLAND AUTHORITY does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Executive Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other CONCESSIONAIRE charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 12% of Gross Revenues; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that ENGLAND AUTHORITY is requiring the pass through of such fee.

Definition of Gross Revenue. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the ENGLAND AUTHORITY, all amounts charged to its customers, after discounts applied at the time of rental, by CONCESSIONAIRE for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by CONCESSIONAIRE. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to CONCESSIONAIRE by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through CONCESSIONAIRE'S operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to CONCESSIONAIRE'S customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by CONCESSIONAIRE of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this CRCA shall be the specific exclusions set forth below:

- Federal, state, parish, city or international sales, use, or excise taxes now in effect or hereinafter levied on CONCESSIONAIRE's operations which are separately stated on customers' rental contracts and collected from customers of CONCESSIONAIRE;
- Those fees referred to in this CRCA as Recovery Fee;
- Those fees referred to in this CRCA as Customer Facility Charges, "CFC's" which for the purpose of this CRCA shall include all customer facility charges, authorized pursuant to ENGLAND AUTHORITY Resolution, as may be amended;
- Amounts received specifically for loss, conversion and abandonment of or damages of vehicles or other property of CONCESSIONAIRE, other than any administration fees.;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through CONCESSIONAIRE'S operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by CONCESSIONAIRE. However, any amounts collected above the pass through amount shall be included as Gross Revenue under this CRCA.

• The amount of any vehicle license recovery fee, now or hereafter permitted by the State of Louisiana.

Subsection 4.2 – Premises Rent. In addition to the Concession Fees, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY for the use and occupancy of the Assigned Premises, Premises Rent described as follows:

(a) Terminal Building Rent. For the lease of the Terminal Building Premises, described in SECTION 1(a) hereof, the premises rent shall be calculated at Thirty-Two Dollars and Eighty-One Cents (\$32.81) per square foot per annum through December 31, 2020¹. Thereafter, commencing ~~January 1, 2021~~, January 1, 2022 and January 1, 2023 per square foot per annum rent shall be the same per square foot per annum rate by the other tenants in the Terminal Building.

(b) Ready and Return Parking Block Rent. For the lease of the Ready and Return Parking Block Premises, described in SECTION 1(b) hereof, ~~the sum of \$ _____ annually.~~ CONcessionAIRE shall pay the following. For the period:

January 1 to December 31 July 1, 2020 – June 30, 2021,	the sum of \$ _____	annually
January 1 to December 31 July 1, 2021 – June 30, 2022,	the sum of \$ _____	annually
January 1 to December 31 July 1, 2022 – June 30, 2023,	the sum of \$ _____	annually

(c) Service Facility Rent. For the land rent of the service facility, described in SECTION 1(c) hereof, the sum of \$9,300 annually.

Annual Terminal Building Rent, Ready and Return Parking Block Rent and Service Facility Rent are payable in twelve equal monthly installments. Monthly installments are payable in advance and without demand, on the first day of each calendar month of this CRCA.

Subsection 4.3 – Service Facility Maintenance Charge. For the use of the Service Facility, in addition to Service Facility Rent, CONcessionAIRE shall, on a monthly basis, pre-fund one-twelfth of its proportionate share (based on the previous year's market share) of the Service Facility maintenance expenses budgeted for that Concession Year. The funds shall be deposited into an account administered by the ENGLAND AUTHORITY for payment of actual operations and maintenance (O&M) expenses incurred by ENGLAND AUTHORITY for operation of the Service Facility. If at any time during the term of this CRCA the balance in such O&M account falls short of the funds required to operate and maintain the facility, the ENGLAND AUTHORITY may require additional proportionate funding from each party to the CRCA. At the end of each Concession Year, the ENGLAND AUTHORITY shall provide a statement of expenses (after deduction of expenses related to ENGLAND AUTHORITY's use of facility) to each On-Airport Rental Car Company using the facility, and reconcile to CONcessionAIRE's actual share of the costs based on actual car wash counts recorded. This reconciliation will be completed within ninety (90) days following the completion of the ENGLAND AUTHORITY's annual audit. CONcessionAIRE shall pay the balance of its proportionate share of the O&M costs owed (payable within twenty (20) days following receipt of the final accounting from the ENGLAND AUTHORITY) or receive a credit for any over payment towards the following year.

Service Facility O&M expenses will include all costs incurred by the ENGLAND AUTHORITY to operate and maintain the Service Facility in good, clean and sanitary condition as it determines in its sole discretion. O&M expenses include, but are not limited to, utilities, soap/detergent supplies, car wash system component replacements, maintenance and repairs, permits, alarms, software, data services, inspections, janitorial supplies, landscaping, stormwater fees, labor, administrative costs and insurance. The first Concession Year's O&M budget is hereby incorporated and attached as Exhibit D.

Subsection 4.4 – Rental Car Service Facility Fuel Flowage Fee. CONcessionAIRE shall pay to ENGLAND AUTHORITY, monthly upon receipt of invoice from ENGLAND AUTHORITY for fuel gallons purchased at the fuel-dispensing unit at the Service Facility during previous month. Fuel shall be charged at the weighted average cost of the fuel to the ENGLAND AUTHORITY plus a fuel flowage fee of 25 cents per gallon.

Subsection 4.5 Customer Facility Charge. Also, in addition to the fees and rentals specified in Subsection 4.1 through 4.4 above, CONcessionAIRE shall pay to the ENGLAND AUTHORITY additional amounts for Customer Facility Charges (hereinafter

referred to as "CFC") which shall be payable within twenty (20) days following the end of each month that this CFC is charged in accordance with ENGLAND AUTHORITY Resolution.

Subsection 4.6 - Delinquent Charges or Fees. Without waiving any other right or action available to the ENGLAND AUTHORITY in the event of default in payment of charges or fees payable to the ENGLAND AUTHORITY pursuant to this Concession, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY a late payment fee of \$100.00 per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid and received by the ENGLAND AUTHORITY.

Subsection 4.7 - Statements, Books and Records.

(a) Within twenty (20) days after the close of each calendar month of the term of this Concession, CONCESSIONAIRE shall submit to ENGLAND AUTHORITY, on the Gross Revenue form as shown in Exhibit E, a statement of its Gross Revenue during the preceding month from its operations at AEX upon which the percentage payments to ENGLAND AUTHORITY set forth in Subsection 4.1(b) and CFC charges as set forth in Subsection 4.5, are computed, said statement to be signed by a responsible accounting officer of CONCESSIONAIRE. CONCESSIONAIRE shall keep full and accurate books and records showing all of its Gross Revenue pertaining to operations at the Airport, and ENGLAND AUTHORITY shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including State of Louisiana sales tax return records. CONCESSIONAIRE hereby agrees that all such records and instruments will be made available to ENGLAND AUTHORITY on the AEX premises for at least a three (3) year period following termination of this Concession.

(b) CONCESSIONAIRE shall maintain records and controls pertaining to the rental transactions at AEX which shall be available for inspection and examination of the Premises upon five (5) business days ~~forty eight (48) hours~~ notice by ENGLAND AUTHORITY or its duly authorized representative.

(c) CONCESSIONAIRE shall employ an independent certified public accountant who shall provide to ENGLAND AUTHORITY for each twelve (12) month period written financial statements certifying that the Minimum Annual Guarantee and/or Percentage Fee paid by CONCESSIONAIRE to the ENGLAND AUTHORITY for the preceding twelve (12) month period pursuant to this Concession was made in accordance with the terms of this Concession. Such statements shall also contain a list of the Gross Revenue as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to ENGLAND AUTHORITY during the period covered by statement. Said statement shall be delivered to the ENGLAND AUTHORITY no later than one hundred twenty (120) days after close of CONCESSIONAIRE's annual fiscal year operations. Failure to provide said certified statements shall result in a \$100 penalty per day for each day that said statements are not provided.

Subsection 4.8 - Audits. The ENGLAND AUTHORITY reserves the right, at ENGLAND AUTHORITY's expense, to audit CONCESSIONAIRE's books and records of receipts at any time for the purpose of verifying the Gross Revenue hereunder. If, as a result of such statement, it is established that CONCESSIONAIRE has understated the Gross Revenue as defined herein, by three percent (3%) or more, the entire expense of said audit shall be born by CONCESSIONAIRE. Any additional Percentage Fee due shall forthwith be paid by CONCESSIONAIRE to ENGLAND AUTHORITY with interest thereon at the rate of one and one-half percent (1.5%) per month

from the date such additional Percentage Fee became due. Failure to provide the documentation necessary for the ENGLAND AUTHORITY to conduct a complete and accurate audit will be considered a material breach of this Concession and shall be subject to the terms described in Paragraph 12.2 of this Concession. The right to audit may be exercised any time during the term of the CRCA and up to thirty-six (36) months following the termination of the CRCA.

SECTION 5 – INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING AND EQUIPPING OF PREMISES

Subsection 5.1 - Improvements by ENGLAND AUTHORITY. The ENGLAND AUTHORITY shall provide existing counter and office space in the baggage claim area of the Terminal Building, as shown on Exhibit A, the existing ready and return parking blocks shown on Exhibit B, and the existing Service Facility shown on Exhibit C.

Subsection 5.2 - Installations by CONCESSIONAIRE. CONCESSIONAIRE shall, without cost to ENGLAND AUTHORITY, install all improvements and trade fixtures for the counter space, necessary for the customary operation of car rental services, including furniture, fixtures, carpet, and equipment, all of which shall be high quality, meet all code requirements, and shall be approved by the ENGLAND AUTHORITY, in writing, prior to installation. Computer terminals shall be placed in the counters and shall not be substantially visible from outside the leased premises. CONCESSIONAIRE may, without cost to ENGLAND AUTHORITY, install equipment necessary for its use of the Service Facility, which shall be high quality, meet all code requirements, and shall be approved by the ENGLAND AUTHORITY, in writing, prior to installation.

Subsection 5.3 - Alterations and Improvements. CONCESSIONAIRE shall not install or erect additional, nonstructural improvements on the Airport, or alter, change, or make other improvements unless and until plans and specifications for such additional alterations or improvements shall have been submitted to and approved in writing by the Executive Director and the ENGLAND AUTHORITY. Any such alterations or improvements shall be without cost to ENGLAND AUTHORITY. All alterations, improvements and physical additions of any kind to the Premises as defined in Section 1 of this Concession which are made by CONCESSIONAIRE shall become a part of the said Premises without compensation to CONCESSIONAIRE and shall become the property of ENGLAND AUTHORITY at the termination or cancellation of this Concession as defined in Section 14 of this CRCA with the exception of additional, portable machinery and equipment of every kind and character installed by CONCESSIONAIRE and not attached to or affixed to the Premises may be removed at the termination or cancellation of this CRCA provided that the Premises, shall be restored to their condition before such portable machinery and equipment were installed.

Subsection 5.4 - Removal or Demolition of Improvements. CONCESSIONAIRE shall not remove or demolish, in whole or in part, any improvements without prior approval by ENGLAND AUTHORITY.

SECTION 6 – MAINTENANCE

Subsection 6.1 - ENGLAND AUTHORITY's Obligations.

- (a) Provide structural maintenance of the Terminal Building, Service Facility and ready and return parking block areas, including the Premises.
- (b) Provide CONCESSIONAIRE's employees with automobile parking spaces, in common with other employees of tenants and users of the Terminal Building.

- (c) Maintain the Service Facility, including all fixtures installed by the ENGLAND AUTHORITY, and the landscaping. Provide cleaning and janitorial services of the Service Facility joint use area utilized by the CONCESSIONAIRE including restroom, break room, and car wash bay. The Concessionaire's share of the cost of such maintenance and landscaping will be borne by CONCESSIONAIRE as described in Subsection 4.3 – Service Facility Maintenance Charge of this CRCA.

Subsection 6.2 - CONCESSIONAIRE's Obligations.

- (a) Provide all janitorial and maintenance services for the Premises described in SECTION 1 (a) and (b) and its exclusive use space described in SECTION 1(c)
- (b) Keep all Premises clean and neat in appearance and in safe condition.
- (c) Keep its furniture, fixtures, and equipment in good working order.
- (d) Remove snow and ice from its ready and return parking block and the Service Facility Premises.
- (e) If a CONCESSIONAIRE's vehicle makeup/cleaning or storage area/yard is on the grounds of England Airpark (other than the Premises) ~~or within 2 mile of the boundaries of England Airpark~~ then the CONCESSIONAIRE shall:
- 1) Maintain all rental car makeup/cleaning or storage area(s)/yard(s) appropriately, including mowing, weed eating, shrubbery and plant control, and trash pickup;
 - 2) If vehicle maintenance/cleaning or storage areas/yards are fenced, the fencing must be maintained in good condition and may not have barbed/concertina/razor wire on, above or below any portion of the fence.

ENGLAND AUTHORITY shall be the sole judge of the quality of facility maintenance, including the Premises. If, in the sole discretion of the ENGLAND AUTHORITY, it is determined that the Premises are not being adequately maintained and cleaned, it shall notify CONCESSIONAIRE in writing of the unsatisfactory conditions. CONCESSIONAIRE shall have ~~forty-eight (48) twenty-four (24)~~ hours to perform the maintenance services necessary to remedy the unsatisfactory condition. Failure of CONCESSIONAIRE to timely remedy any such complaint shall be a default of CONCESSIONAIRE's obligations under this Concession. Alternatively and without waiving any right to declare CONCESSIONAIRE in breach of this Concession, the ENGLAND AUTHORITY may enter upon the Premises to perform such janitorial services and/or maintenance to remedy the complaint. In this event, CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for actual cost of undertaking said services together with an established administrative charge. Payment of said charges shall be made within thirty (30) days of CONCESSIONAIRE's receipt of the ENGLAND AUTHORITY invoice.

Subsection 6.3 - Trash and Garbage.

- (a) The ENGLAND AUTHORITY will provide only common-use garbage disposal dumpsters adjacent to the Terminal Building. CONCESSIONAIRE may dispose of office waste generated by CONCESSIONAIRE's operations at the AEX.

(b) The ENGLAND AUTHORITY will supply and maintain a dumpster at the Service Facility for CONCESSIONAIRE's use in common with other On Airport Rental Car companies. The cost of maintaining said dumpster shall be included in the annual O&M budget for the Service Facility.

(c) CONCESSIONAIRE agrees to keep the outdoor portions of the Service Facility clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. CONCESSIONAIRE shall be responsible for removal of litter, garbage, and refuse from the portion of the Service Facility utilized by CONCESSIONAIRE. Bins and containers of a type and location approved by the Executive Director or their designee may be maintained for the temporary storage of garbage or refuse.

SECTION 7 – STANDARDS OF SERVICE

Subsection 7.1 - Hours of Operation.

(a) CONCESSIONAIRE shall be open for business, have vehicles available for rental and accept rental returns from thirty (30) minutes before the first scheduled arrival/departures until thirty (30) minutes after the last scheduled airplane arrivals/departures each day. If flights are delayed CONCESSIONAIRE shall remain open until thirty (30) minutes after last flight arrival. CONCESSIONAIRE's online reservation system must allow for rentals through the last arriving flight. CONCESSIONAIRE shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at AEX, as they are made known to CONCESSIONAIRE, in order to allow for rentals through those new airline flight arrival and departure times. CONCESSIONAIRE shall actively operate in the Premises and shall use a business-like operation therein. The CONCESSIONAIRE shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this CRCA shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. CONCESSIONAIRE may advise the Executive Director of CONCESSIONAIRE's analysis of the optimum arrangements, but the final determination on any variance to the above requirements shall be made by the Executive Director in writing based on their analysis of necessary service to the public.

(b) Hours of Operations Violations. CONCESSIONAIRE 's failure to adhere to the operating requirements set forth in this CRCA is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to ENGLAND AUTHORITY. Additionally, ENGLAND AUTHORITY resources will be expended in dealing with violations of this CRCA by CONCESSIONAIRE. The parties hereby agree that total damages sustained by to ENGLAND AUTHORITY for violations of the provisions of this CRCA addressing this subject matter could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damages amounts, set forth below for violation of CRCA terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by ENGLAND AUTHORITY. CONCESSIONAIRE, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and CONCESSIONAIRE agrees to pay immediately upon demand by to ENGLAND AUTHORITY the following amounts as liquidated damages upon the occurrence of breaches, in any concession year, related to the following Hours of Operation Violations:

- \$100 per hour or portion thereof, during which location is not open - first occurrence
- \$200 per hour or portion thereof, during which location is not open - second occurrence
- \$300 per hour or portion thereof, during which location is not open- third occurrence
- \$1,000 per occurrence thereafter

Subsection 7.2 - Type of Operation.

(a) CONCESSIONAIRE shall provide all services under this Concession on a nondiscriminatory basis to all users of AEX. CONCESSIONAIRE shall maintain and operate the Premises in a first-class manner and shall keep them in a safe, clean, orderly, and inviting condition at all times, satisfactory to ENGLAND AUTHORITY. Service shall be prompt, courteous, and efficient.

(b) CONCESSIONAIRE shall maintain, at all times and at its own expense, an adequate number of vehicles at AEX to meet the reasonable public demand. Only fully-operational, well-maintained, licensed vehicles shall be rented by CONCESSIONAIRE. CONCESSIONAIRE agrees that at no time will it use automobiles whose year model is more than two (2) years older than the current year model for each vehicle make provided.

(c) At no time shall CONCESSIONAIRE's fleet of vehicles assigned to AEX fall below 50 vehicles. ENGLAND AUTHORITY may audit fleet numbers from time to time. If the audited number of vehicles falls below the minimum requirement, the ENGLAND AUTHORITY will notify CONCESSIONAIRE in writing. If fleet number is not corrected by CONCESSIONAIRE within ten (10) days after receipt of written notice, CONCESSIONAIRE shall be considered to be in breach on this Concession. ENGLAND AUTHORITY reserves the right to increase the minimum fleet number if at any time the monthly percentage of the CONCESSIONAIRE's leased fleet exceeds 100% in any six (6) months of a twelve (12) month period.

(d) CONCESSIONAIRE employees shall not engage in open or public disputes, disagreements, or conflicts with each other or the employees of other Concessionaires tending to disrupt or negatively affect the quality of the car rental service of CONCESSIONAIRE and its compatibility with the best interests of the public at AEX.

(e) The solicitation and/or advertising of the car rental operation at AEX shall be confined to previously approved signs and advertising displays in permitted locations, and answering inquiries regarding CONCESSIONAIRE's services and facilities, which activity shall be restricted to CONCESSIONAIRE's service counter in the Terminal Building.

Subsection 7.3 - Manager. The management, maintenance and operation of privileges under this Concession shall at all times during the Term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing CONCESSIONAIRE, who shall be subject at all times to the direction and control of CONCESSIONAIRE.

Subsection 7.4 - Personnel.

(a) CONCESSIONAIRE shall, in the operation of its car rental services under this Concession, employ only such personnel as will ensure a high standard of service to the public. All employees, while on duty, shall be clean, neat in appearance, and

courteous at all times. All employees shall be appropriately attired, with uniforms in such instances as are appropriate. No employee shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

(b) CONCESSIONAIRE shall prohibit and restrain its employees, agents, servants or other representatives from personal solicitation for the services offered by it, or other businesses, on or about the Airport Premises.

(c) CONCESSIONAIRE shall maintain a stringent oversight of its employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation to be determined at the sole discretion of Executive Director. CONCESSIONAIRE shall take all proper steps to discipline employees who participate in acts of misconduct while on duty. ENGLAND AUTHORITY does not allow or tolerate illicit drug or alcohol use on ENGLAND AUTHORITY property. ENGLAND AUTHORITY shall exercise an option to ban from the Airport any employee who fails to abide by standards in this subsection.

Subsection 7.5 - Decisions on Disputes.

Claims, disputes and other matters relating to or arising out of CONCESSIONAIRE's operations or the interpretation of this Concession shall be submitted to the Executive Director in writing, with a request for a decision, which decision the Executive shall render within a reasonable time. The decision of the Executive Director shall be considered a final decision.

The rendering of a written decision pursuant to the above provision with respect to any claim, dispute or other matter shall be a condition precedent to any exercise by CONCESSIONAIRE of such rights or remedies as he may otherwise have under the contract documents or law.

SECTION 8 – LICENSES AND TAXES

CONCESSIONAIRE covenants and agrees to obtain all proper licenses or permits for the operation of its car rental concession, and to pay all taxes assessed or imposed by any governmental authority having jurisdiction over it. CONCESSIONAIRE shall have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax, or assessment. In the event that CONCESSIONAIRE shall fail to timely pay or appeal the payment of pay any assessed taxes, it will be considered to be in breach of this Concession under Subsection 12.2(g) hereof.

SECTION 9 – HOLD HARMLESS AGREEMENT AND LIABILITY INSURANCE

Subsection 9.1 – INDEMNIFICATION-CONCESSIONAIRE

To the fullest extent permitted by law, the CONCESSIONAIRE agrees to indemnify, defend, and hold harmless the ENGLAND AUTHORITY and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the CONCESSIONAIRE, or its (their) agents which may arise out of or are connected with the activities covered by this CRCA. CONCESSIONAIRE shall indemnify and save ENGLAND AUTHORITY harmless from any award of damages and costs against ENGLAND AUTHORITY for any action based on Title VII of the Civil Rights Act of 1964 or any other state or federal anti-discrimination law or regulation or for U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this CRCA.

Subsection 9.2 – INDEMNIFICATION-ENGLAND AUTHORITY

The ENGLAND AUTHORITY agrees to indemnify, defend, and hold harmless the CONCESSIONAIRE and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the ENGLAND AUTHORITY, or its (their) agents which may arise out of or are connected with the activities covered by this CRCA.

Subsection 9.3 - INSURANCE

CONCESSIONAIRE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Louisiana, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation
(Louisiana) or Proof of All
States Coverage Employers Liability

Statutory

Commercial General Liability

Bodily Injury & Property Damage (Incl.\$5,000,000
Per Occurrence Personal Injury, Fire, Legal &
Contractual \$5,000,000 General Aggregate &
Products/Completed Operations)

Automobile Liability
All Autos and/or Non-Owned, Hired, & Owned
Bodily Injury & Property Damage

\$5,000,000 per Accident

Evidence of self-insurance financing such as an Irrevocable Letter of Credit, non-cancellable bond, or some other security deposit can be substituted for the Automobile Liability coverage stated above.

On all policies except Workers Compensation, England Economic and Industrial Development District shall be named as additional Insured, As Its Interests May Appear. All policies shall include waivers of subrogation in favor of the England Economic and Industrial Development District. A certificate indicating the above coverages shall be submitted for review and approval by ENGLAND AUTHORITY for the duration of this CRCA. Coverages shall be placed with an insurance company approved by the State of Louisiana and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to ENGLAND AUTHORITY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the ENGLAND AUTHORITY for approval prior to the commencement of activities under this CRCA.

SECTION 10 – PERFORMANCE BOND/LETTER OF CREDIT

Upon the execution of this Concession and prior to commencing operations under this Concession, CONCESSIONAIRE shall provide ENGLAND AUTHORITY with an irrevocable bank letter of credit, cash deposit, or performance bond in the amount of Sixty Thousand Dollars (\$60,000.00). The letter of credit, cash deposit or performance bond shall be held by the ENGLAND AUTHORITY throughout the Term and may be applied by the ENGLAND AUTHORITY against any debt owed to it by CONCESSIONAIRE.

SECTION 11 – DAMAGE OR DESTRUCTION OF PREMISES

Subsection 11. 1 - Repair of Damage.

If the Air Terminal Premises are damaged/destroyed in such a way that causes the CONCESSIONAIRE to be unable to operate its business, as reasonably determined by the Executive Director, the charges payable herein under Subsection 4.1 and 4.2 shall abate immediately until such time as the said Premises are fully restored and certified by ENGLAND AUTHORITY as ready for occupancy. If the Air Terminal premises are not capable of being repaired within six (6) months from the time the damage occurred, CONCESSIONAIRE may terminate its obligations hereunder pursuant to the terms of Subsection 12.1 hereof.

Subsection 11. 2 - Limits of Obligations Defined.

It is understood that, in the application of the foregoing Subsection 11.1, ENGLAND AUTHORITY's obligations shall be limited to repair or reconstruction of the Terminal Building Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

Subsection 11.3 – Liability for Loss or Damage

In the event of damage to any part of the Premises, CONCESSIONAIRE shall assist the Airport in determining the cause of damage to ENGLAND AUTHORITY property. Should any part of the facilities or equipment be determined to have been damaged as the result of any act or omission of CONCESSIONAIRE, repair or replacement will be undertaken by ENGLAND AUTHORITY on CONCESSIONAIRE's behalf and the cost of such repair or replacement will be billed to CONCESSIONAIRE.

Subsection 11.4 – Limits of Liability

CONCESSIONAIRE represents that CONCESSIONAIRE fully assumes all risks incidental to the use thereof. The ENGLAND AUTHORITY shall not be liable to CONCESSIONAIRE for any damages or injuries to the property or person, or to the agents, employees or business visitors of CONCESSIONAIRE, which may result wholly or in part by CONCESSIONAIRE's operations or activities on the Premises, the acts of other third parties, or which may result from any condition of fire, construction, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.

SECTION 12 – CANCELLATION

Subsection 12.1 - Cancellation by CONCESSIONAIRE.

CONCESSIONAIRE may cancel this Concession and terminate its obligations hereunder upon sixty (60) days advance written notice, upon or after the happening of one or more of the following events and provided that CONCESSIONAIRE is not in default in the payment of any fees, charges or taxes to ENGLAND AUTHORITY:

(a) The permanent abandonment of the Airport as an airline terminal or the permanent removal of all certificated passenger airline service from the Airport.

(b) The inability of CONCESSIONAIRE to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by a competent governmental authority or court having jurisdiction over CONCESSIONAIRE or ENGLAND AUTHORITY, preventing CONCESSIONAIRE from operating its car rental business; provided, however, that such inability or such order, rule or regulations is not due to any fault of CONCESSIONAIRE.

(c) The breach by ENGLAND AUTHORITY in the performance of any covenant or agreement herein required to be performed by ENGLAND AUTHORITY and the failure of ENGLAND AUTHORITY to initiate a remedy for such breach for a period of sixty (60) days after receipt from CONCESSIONAIRE of written notice to remedy the same.

Subsection 12.2 - Cancellation by ENGLAND AUTHORITY.

The ENGLAND AUTHORITY may cancel this Concession and terminate all of its obligations hereunder upon thirty (30) days advance written notice and provided that the ENGLAND AUTHORITY is not in default, upon or after the happening of any of the following events:

- (a) CONCESSIONAIRE shall file a voluntary petition in bankruptcy.
- (b) Bankruptcy is instituted against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt pursuant to such proceedings.
- (c) A court shall take jurisdiction of CONCESSIONAIRE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- (d) A receiver of CONCESSIONAIRE's assets shall be appointed.
- (e) CONCESSIONAIRE voluntarily abandons the conduct of its car rental concession at the Airport for a period of thirty (30) days, except if such is due to a labor strike dispute in which CONCESSIONAIRE is involved.
- (f) Any assignment is made by CONCESSIONAIRE for the benefit of its creditors.
- (g) The breach/default by CONCESSIONAIRE of any of the covenants or agreements herein contained and the failure of CONCESSIONAIRE to remedy such breach/default during the cure time provided. If no cure time is otherwise provided, CONCESSIONAIRE shall have fifteen (15) days after the receipt of written notice of said breach/default by the ENGLAND AUTHORITY to cure same or, if it is not reasonably possible to cure such failure to perform within fifteen (15) days, for such additional time as may be reasonably necessary, provided CONCESSIONAIRE commences the cure within the fifteen (15) day period and thereafter proceeds diligently to complete the cure. Should the breach/default continue after the lapse of said fifteen (15) day period, the ENGLAND AUTHORITY, at its sole option, may cancel this Concession, without forfeiture, waiver, or release of ENGLAND AUTHORITY's rights to any sum of money due or to become due under the provisions of this Concession.
- (h) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict CONCESSIONAIRE, for a period of at least thirty (30) days, from its Airport operation.

Subsection 12.3 - Termination and Reletting.

Should there occur an early termination of this Concession pursuant to the terms of Subsection 12.2 hereof, the ENGLAND AUTHORITY shall have the right to enter the Premises and take possession thereof. CONCESSIONAIRE shall remain liable to the ENGLAND AUTHORITY for the full amount of all fees and charges, and shall continue to pay same until a Concession Agreement with another Concessionaire is granted by the ENGLAND AUTHORITY or until the last day of the Term of this Concession whichever sooner occurs.

SECTION 13 – NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Concession after a default of any the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Concession for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 14 – SURRENDER OF POSSESSION

CONCESSIONAIRE shall, upon termination of this Concession, immediately quit and deliver up the Premises and privileges peaceably and quietly. CONCESSIONAIRE shall return the Premises in as good order and condition as on the commencement date, ordinary wear and tear excepted. The ENGLAND AUTHORITY shall have the right to use the performance bond or letter of credit identified in Section 10 to make any repairs to the Premises not considered ordinary wear and tear. CONCESSIONAIRE shall have the right to remove all of its furniture, fixtures and equipment, subject to the provisions in Subsection 5.3

SECTION 15 – ASSIGNMENT, SUBLETTING, AND SURRENDER

CONCESSIONAIRE shall not at any time assign or convey this Concession, or any part thereof, without the prior written consent of ENGLAND AUTHORITY or sublet any part of the Premises; provided, however, that CONCESSIONAIRE may assign this Concession to any approved person, firm, or corporation with which CONCESSIONAIRE may merge or consolidate or which may succeed to the business of CONCESSIONAIRE.

SECTION 16 – INSPECTION OF PREMISES

The ENGLAND AUTHORITY or its duly authorized representatives, or agents, and other persons for it, may enter upon said Premises at any and all reasonable times during the term of this Concession for the purpose and conditions hereof or for any other purpose incidental to rights of ENGLAND AUTHORITY.

SECTION 17 – HOLDING OVER

Holding over said Premises after this Concession has terminated, in any manner other than approved by this Concession, is prohibited. In the event of such holding over, the ENGLAND AUTHORITY shall be entitled to remove CONCESSIONAIRE from AEX, using police power if necessary. CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for any costs associated with the forced removal of CONCESSIONAIRE from AEX.

SECTION 18 – QUIET ENJOYMENT

The ENGLAND AUTHORITY agrees that CONCESSIONAIRE, upon payment of the fees and charges and all other payments to be paid by CONCESSIONAIRE under the terms of this Concession and upon observing and keeping the agreements and covenants

of this Concession on the part of CONCESSIONAIRE to be observed and kept, shall be allowed to lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Concession.

SECTION 19 – NONDISCRIMINATION

CONCESSIONAIRE does hereby covenant and agree as a covenant running with its rights and privileges granted under this Concession, that 1) no person, whether the recipient of services, and employee or an applicant for employment, on the grounds of race, religion, sex, color, age, physical handicap, marital status, sexual preference, physical appearance or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of CONCESSIONAIRE's facilities and services; 2) that in the furnishing of its services to the general public at AEX, no person on the grounds of race, religion, sex, color, age, physical handicap, marital status, sexual preference, physical appearance or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such services; 3) that the CONCESSIONAIRE shall use the AEX 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.

SECTION 20 – ACDBE REQUIREMENTS

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, ENGLAND AUTHORITY has implemented an airport concession disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. The ENGLAND AUTHORITY has not established a race conscious contract goal for car rental concessions at Alexandria International Airport for the current goal period. The ENGLAND AUTHORITY will rely on race neutral means (without the use of contract goals) to obtain ACDBE Participation on this concession. CONCESSIONAIRES are highly encouraged to give ACDBE Firms the maximum opportunity to participate on this concession. ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23.

The CONCESSIONAIRE will be required to submit information concerning the ACDBE firm(s) that will participate in this concession, including the name and address of each firm, the annual estimated gross revenues to be earned by each named firm, a description of the legal arrangement(s) to be utilized, and the total overall estimated annual gross revenues to be earned by the concession.

CONCESSIONAIRE shall, during the term of this CRCA, submit each quarter to the ENGLAND AUTHORITY DBE Office the England Airpark ACDBE Quarterly Payment and Participation Report for Car Rental Concessions. This report is due to the ENGLAND AUTHORITY DBE Office by the 20th day of April, the 20th day of July, the 20th day of October and the 20th day of January of each year of the contract. If the report is not received by the ~~30~~²⁵th day of the month in which it is due the ENGLAND AUTHORITY may impose a \$100.00 late filing penalty. Interest may be accrued on the penalty at a rate of 1.5% per month from the date such item was due to the date the report is received by the ENGLAND AUTHORITY DBE OFFICE.

SECTION 21 – NO LIENS

CONCESSIONAIRE shall pay for all labor performed or materials furnished in the repair, replacement, development, or improvement of the Premises by CONCESSIONAIRE, and shall keep said Premises and CONCESSIONAIRE's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by CONCESSIONAIRE's act or omission.

SECTION 22 – HAZARDOUS MATERIALS

The term "Hazardous Materials" as used in this CRCA shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of ENGLAND AUTHORITY to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, all materials so defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA) and "hazardous waste" as defined in the federal Resource Conservation Recovery Act (RCRA), by all applicable Federal and State laws and regulations, and hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

CONCESSIONAIRE shall not cause, permit or suffer the storage, use, manufacture or transport of any Hazardous Material on the Premises.

SECTION 23 – ENVIRONMENTAL PROVISIONS

23.1 CONCESSIONAIRE shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Premises in a manner which violates any Federal, State or Local Laws.

23.2 The ENGLAND AUTHORITY, by its officers, employees, agents, representative, contractor and furnisher of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same for emergency repairs to the utility systems, for environmental testing, and for any other purpose necessary for or incidental to or connected with the performance of the ENGLAND AUTHORITY's obligations hereunder, or in the exercise of its governmental functions or in the ENGLAND AUTHORITY's capacity as owner of AEX. The ENGLAND AUTHORITY shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless the CONCESSIONAIRE has consented to disclosure or has publicly released such information.

23.3 CONCESSIONAIRE, at the request of the ENGLAND AUTHORITY, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the CONCESSIONAIRE has prepared pursuant to any Federal, State and Local Laws or Regulations or submitted to any governmental regulatory agency; provided, that such documents and materials related to environmental issues or Federal, State and Local Laws or Regulations and are pertinent to the ENGLAND AUTHORITY or the Leased Premises. If any Federal, State and Local Laws or Regulations require the CONCESSIONAIRE to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the CONCESSIONAIRE shall provide a copy of such report or notice to the ENGLAND AUTHORITY and, to the extent practicable, shall receive the approval of the ENGLAND AUTHORITY prior to submitting such notice or report to the appropriate governmental agency.

23.4 CONCESSIONAIRE agrees and acknowledges that its obligations and duties to indemnify, defend and hold ENGLAND AUTHORITY, its agents, officers, and employees harmless, as set forth in Section 9 and other portions of this CRCA, do also encompass and specifically include indemnifying, defending, and holding harmless ENGLAND AUTHORITY, its agents, officers, and employees from and against any loss, damages, liabilities, judgments, claims, expenses, penalties, costs, and attorneys' and consultants'

fees arising out of or involving any Hazardous Material stored, used, manufactured, disposed of, transported, or released on the Premises during the term of this CRCA by Concessionaire or any third party that is under the direct control of CONCESSIONAIRE (provided, however, CONCESSIONAIRE shall have no liability under this CRCA with respect to underground migration of any Hazardous Material under the Premises not caused by CONCESSIONAIRE, nor shall CONCESSIONAIRE be liable for any Hazardous Materials that existed in, on or under the Premises prior to CONCESSIONAIRE's occupancy of the Premises from an identified location on the property adjacent to the Premises). CONCESSIONAIRE'S obligations hereunder shall include, but not be limited to, the effects of any contamination or injury to any person, property or the environment created or suffered by CONCESSIONAIRE, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this CRCA. Any such work shall be at CONCESSIONAIRE'S sole cost and must receive the prior written approval of ENGLAND AUTHORITY. No termination, cancellation or release agreement entered into by ENGLAND AUTHORITY and CONCESSIONAIRE shall release CONCESSIONAIRE from its obligations under this CRCA with respect to Hazardous Materials, unless specifically agreed to by ENGLAND AUTHORITY in writing at the time of such agreement.

23.5 The ENGLAND AUTHORITY complies with the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by the Louisiana Department of Environmental Quality (LDEQ). The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The CONCESSIONAIRE shall not engage in any activity that results in a permit being exceeded for specific pollutants based on the amount of leased building space. The ENGLAND AUTHORITY may require reduction or elimination of activities as needed to meet permit requirements, as identified by the ENGLAND AUTHORITY and at no additional compensation. As a matter of best management practice the:

- A. CONCESSIONAIRE shall reduce non-storm water discharges to the maximum extent practicable by:
 - (1) Inspecting vehicles and any equipment, stored on the Premises, for leaks frequently – repair leaks promptly;
 - (2) Cleaning up and properly disposing of spills – notifying the ENGLAND AUTHORITY immediately of any spills of hazardous materials; and
 - (3) Educating employees in the reduction of storm water pollution by sound environmental practices.
- B. CONCESSIONAIRE shall be responsible for fines assessed against the ENGLAND AUTHORITY by LDEQ as a result of negligent activities by the CONCESSIONAIRE or its employees. The following practices are prohibited on the Premises:
 - (1) Hosing down any exterior area where wash water will discharge to a storm drain or conveyance ditch; and

(2) Washing, waxing, cleaning or repairing vehicles on the Premises in areas other than the wash bays and service bays designated for such activities. Any exception must be specifically approved in advance by the ENGLAND AUTHORITY.

C. Storm Water Pollution Prevention Plan. CONCESSIONAIRE, in conjunction with other CONCESSIONAIRES, shall abide by the ENGLAND AUTHORITY's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

SECTION 24 – WAIVERS

No waiver of default by ENGLAND AUTHORITY of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by CONCESSIONAIRE shall be construed as or operate as a waiver by ENGLAND AUTHORITY of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by CONCESSIONAIRE.

SECTION 25 – NOTICES

All notices provided for herein shall be in writing. Any notice permitted or required to be served upon CONCESSIONAIRE may be served upon it at:

provided, however, that if CONCESSIONAIRE shall give notice in writing to ENGLAND AUTHORITY of any change in said address, then and in such event such notice shall be given to CONCESSIONAIRE at such substituted address. Any notice permitted or required to be served upon ENGLAND AUTHORITY may be served upon it at:

Executive Director
Alexandria International Airport
1611 Arnold Drive
Alexandria, LA 71303-5636

provided, however, that if ENGLAND AUTHORITY shall give notice in writing to CONCESSIONAIRE of any change in said address, then and in such event such notice shall be given to ENGLAND AUTHORITY at such substituted address. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) ~~five (5) three (3)~~ ^{five (5)} days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) upon the date delivered by one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by tracking from such carrier.

SECTION 26 – WAIVER OF CLAIMS

CONCESSIONAIRE hereby waives any claim against AEX, the ENGLAND AUTHORITY, its commissioners or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Concession or part thereof, or by any judgment or award in any suit or proceeding declaring this Concession null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 27 – POLICE AND FIRE PROTECTION

The ENGLAND AUTHORITY shall provide, or cause to be provided, during the term of this Concession, all proper and appropriate public fire and police protection similar to that afforded to other tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. CONCESSIONAIRE shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by CONCESSIONAIRE, shall not in any way be construed to limit or reduce the authority of ENGLAND AUTHORITY hereunder.

SECTION 28 – CONCESSION SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Concession is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the ENGLAND AUTHORITY and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the ENGLAND AUTHORITY for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Alexandria International Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, ENGLAND AUTHORITY shall terminate this Concession.

SECTION 29 – RIGHTS AND PRIVILEGES OF THE ENGLAND AUTHORITY

(a) ENGLAND AUTHORITY shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which CONCESSIONAIRE agrees to observe and obey, with respect to the use of AEX, Airport Terminal Building, Service Facility and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, present rules and regulations of the FAA and future changes prescribed from time to time by the FAA.

(b) CONCESSIONAIRE is aware that its patrons may improperly park its rental cars on airport property and CONCESSIONAIRE acknowledges that the ENGLAND AUTHORITY has the right and obligation to issue citations and tow away such improperly parked vehicles so as to protect and preserve for the public the orderly flow of traffic at AEX.

(c) CONCESSIONAIRE shall be subject to and hereby agrees to cause to be paid by its patrons or to promptly pay on their behalf without protest, any and all such penalties imposed by such citations and, in addition, to promptly pay the charges of any tow services imposed by ENGLAND AUTHORITY with respect thereto. Any default by CONCESSIONAIRE in payment of said penalties and towing charges shall constitute a breach of this Concession. If any of CONCESSIONAIRE's vehicles are parked in the public parking lots on the Airport, the parking operator shall not release said vehicle until the appropriate parking charges therefore are paid. CONCESSIONAIRE shall expressly inform its patrons of the applicable parking regulations on the Airport and the penalties and towing charges for violations thereof for which the patrons and CONCESSIONAIRE are liable.

(d) The ENGLAND AUTHORITY's Executive Director or their designee is hereby designated as its official representative for the enforcement of all provisions in this Concession with full power to represent the ENGLAND AUTHORITY with dealings with CONCESSIONAIRE in connection with the rights herein granted.

(e) All actions relating to policy determination, modification of this Concession, subsequent permissive authorization under this Concession, termination of this Concession, and any similar matters affecting the terms of this Concession shall emanate from the ENGLAND AUTHORITY.

(f) ENGLAND AUTHORITY may enter upon the Premises, now or hereafter at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions.

(g) ENGLAND AUTHORITY reserves the right to further develop or improve the landing and public areas, including Terminal and ramp space, of AEX as it sees fit, regardless of the desires or views of CONCESSIONAIRE, and without interference or hindrance.

(h) During the time of war or National Emergency, ENGLAND AUTHORITY shall have the right to lease the landing area of AEX, or any part thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this Concession insofar as they are inconsistent with the provision to the Government, shall be suspended.

(i) ENGLAND AUTHORITY may from time to time increase the size or capacity of Terminal Building or make alterations thereof or close them or any portions, either temporarily or permanently, provided notice is given to CONCESSIONAIRE.

(j) This Concession at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport certification or Security Requirements, 14 CFR Part 139 and 49 CFR Part 1542 respectively, result in major expenditures to the ENGLAND AUTHORITY due to CONCESSIONAIRE's operations at AEX. If said renegotiation is mandated, written notice shall be given to CONCESSIONAIRE thirty (30) days prior to such renegotiations.

(k) The ENGLAND AUTHORITY reserves the right to add, subtract or re-designate ready and return parking blocks and relocate the Premises and related areas should that be necessary, with thirty (30) days advance written notice to CONCESSIONAIRE. Said Premises shall be, to the extent practicable, of similar size and as conveniently located. The Rent, as applicable, shall be recalculated and adjusted based on the new area of the substitute Premises. The MAG, however, shall not be adjusted. The ENGLAND AUTHORITY will not be liable for the costs associated with the moving or reinstallation of CONCESSIONAIRE's equipment, fixtures or improvements.

SECTION 30 – COMPLIANCE WITH ENGLAND AUTHORITY'S DEVELOPMENT STANDARDS AND CONSTRUCTION REQUIREMENTS

With respect to any development and construction on the Premises, CONCESSIONAIRE shall at all times comply with development standards adopted by the ENGLAND AUTHORITY and the Executive Director.

SECTION 31 – TERMS BINDING UPON SUCCESSORS

All the terms, conditions, and covenants of this Concession shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment herein before set forth.

SECTION 32 – CONCESSION MADE IN LOUISIANA

This Concession has been made in and shall be construed in accordance with the laws of the State of Louisiana. All duties, obligations, and liabilities of the ENGLAND AUTHORITY and CONCESSIONAIRE with respect to the Premises are expressly set forth herein and this Concession can be amended only in writing and agreed to by both parties.

SECTION 33 – ETHICS

All proposals and leases shall be subject to the codes, provisions and interpretations of the Louisiana Ethics Law, Louisiana Revised Statutes Title 42 Chapter 15.

SECTION 34 – HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Concession.

SECTION 35 – CONTRACT DOCUMENTS

The Request for Proposals published in connection herewith, the Instructions to Proposers for the Car Rental Concession Agreement, and the CONCESSIONAIRE's Proposal shall all form a part of the Concession between the parties hereto. In the event of a conflict between the terms and conditions of this CRCA and any of said documents, the terms and conditions of this CRCA shall take precedence.

SECTION 36 – FORCE MAJEURE

Neither party shall be considered in default of the performance of its obligations under this CRCA to the extent that the default arises out of and the performance is prevented or delayed by any force majeure, including but not limited to fires, accidents, acts of God or other causes beyond the control of either party.

SECTION 37 – MORE FAVORABLE TERMS

In the event the ENGLAND AUTHORITY shall enter into any lease or agreement with another rental car operator within the Terminal Building, that agreement will not contain more favorable terms than this CRCA, unless the same rights, privileges and favorable terms are concurrently made available to CONCESSIONAIRE. "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

IN WITNESS, WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

CONCESSIONAIRE:

By: _____

By: _____

Date: _____

ATTEST:

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT
DISTRICT

By: _____

By: _____

Date: _____

SAMPLE

Exhibit A
CAR RENTAL COUNTER LOCATIONS

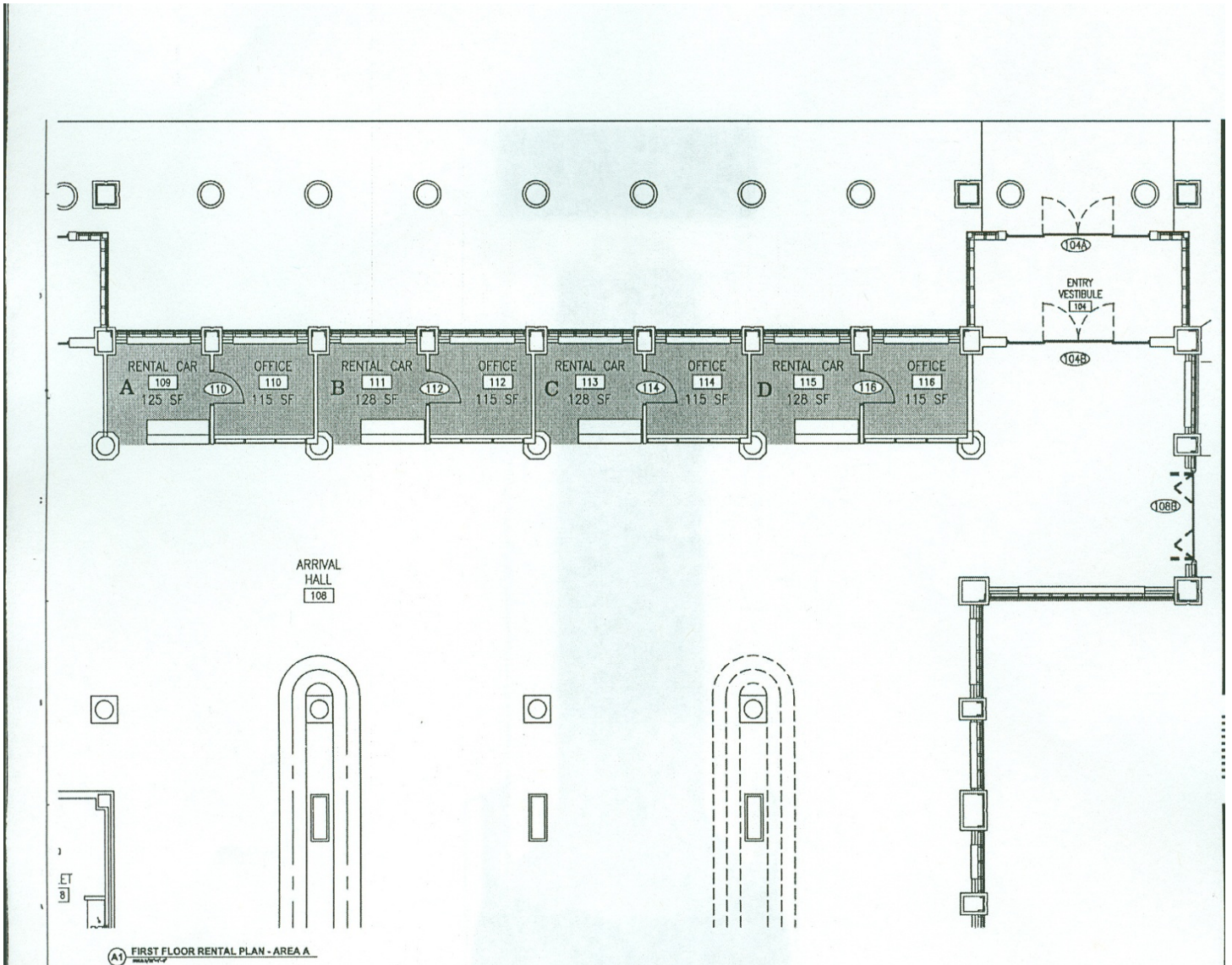


Exhibit B
READY AND RETURN PARKING BLOCKS

EXHIBIT B(1) or B(2) from the Revised Request for Proposals

SAMPLE

Exhibit C
SERVICE FACILITY

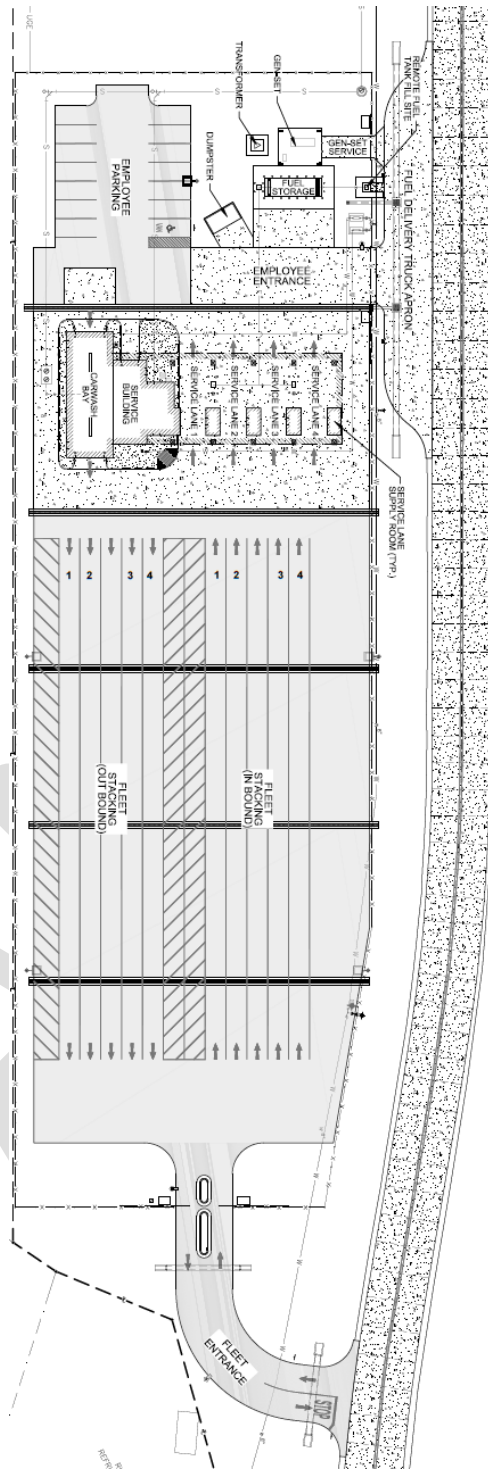


Exhibit D
RENTAL CAR SERVICE FACILITY – RENT AND O&M BUDGET

England Economic and Industrial Development District				
Alexandria International Airport (AEX)				
Rental Car Service Facility				
O&M Budget – July 1, 2020 through June 30, 2021				
O&M Budget - January 1 to December 31, 2021				
		Service	Fueling	
		Facility	Facility	Total
	COMPUTER EQUIPMENT/SOFTWARE	\$ 200		\$ 200
	CONTRACT LABOR	\$ 24,128	\$ 6,000	\$ 30,128
	INSURANCE	\$ 3,300	\$ 2,000	\$ 5,300
	MAINTENANCE - EQUIPMENT	\$ 3,500	\$ 500	\$ 4,000
	MAINTENANCE - OTHER	\$ 500		\$ 500
	SUPPLIES - OFFICE	\$ 850		\$ 850
	SUPPLIES - OPERATING	\$ 3,600		\$ 3,600
	UTILITIES - ELECTRIC/GAS/WATER	\$ 11,800	\$ 2,000	\$ 13,800
	UTILITIES - PEST CONTROL	\$ 420		\$ 420
	UTILITIES - TELEPHONE	\$ 6,900		\$ 6,900
	UTILITIES - WASTE COLLECTION	\$ 1,200		\$ 1,200
	Subtotal O&M Expenses	\$ 56,398	\$ 10,500	\$ 66,898
	Reserve for Major Repair & Replacement			
	12 month reserve to be funded across 5 years	\$ 11,280	\$ -	\$ 11,280
	Less 50% of 12 month reserve to be funded by CFCs			
	to the extent they are available	\$ (5,640)	\$ -	\$ (5,640)
	O&M Budget – July 1, 2020 through June 30, 2021	\$ 62,038	\$ 10,500	\$ 72,538
	O&M Budget - January 1 to December 31, 2021			

Exhibit E
GROSS REVENUE REMITTANCE FORM

Alexandria International Airport
Automobile Rental Sales

Month: _____

Concessionaire Name _____

Gross Automobile Rental Sales _____

Other _____

Total Gross Revenue _____

Percentage _____ **12%**

Total Percentage Fee _____

Minimum _____

Amount Due (Percentage Rent or
Minimum, whichever is greater) _____

Number of Transactions _____

Number of transaction days for rented
Automobiles _____

Customer Facility Charges (CFC) Rate _____

Total CFC Payment _____

Total Payment (Concession Fee & CFC) _____

I, _____, do hereby certify that the above statement is true in accordance with our agreement.

Authorized Representative

EXHIBIT E - REVISED REQUEST FOR PROPOSALS

**England Economic & Industrial Development District
Alexandria International Airport
Historical Rental Car Gross Revenues
Agreement Periods Ending November 2019 and November 2020**

Operator	2018 December	2019 January	2019 February	2019 March	2019 April	2019 May	2019 June	2019 July	2019 August	2019 September	2019 October	2019 November	Total Gross
National	137,182.08	163,142.50	192,833.25	174,960.00	171,063.50	173,053.17	166,566.33	150,563.58	162,438.94	193,587.20	196,305.54	210,338.67	2,092,034.76
Hertz	142,795.51	171,277.84	173,587.06	202,631.40	174,798.48	208,938.93	182,033.50	196,574.24	173,505.54	207,178.93	182,287.20	163,883.24	2,179,491.87
Avis	38,028.48	52,099.32	64,130.49	58,112.25	72,882.75	67,114.03	64,141.68	91,264.62	58,792.02	56,454.11	78,125.41	83,862.07	785,007.23
Budget	59,607.90	82,041.13	90,938.97	156,723.28	96,831.96	113,614.39	66,150.85	73,236.19	76,918.25	71,001.18	113,080.88	105,111.32	1,105,256.30
Total	377,613.97	468,560.79	521,489.77	592,426.93	515,576.69	562,720.52	478,892.36	511,638.63	471,654.75	528,221.42	569,799.03	563,195.30	6,161,790.16
Deplanements	11,574	10,155	12,297	11,381	13,750	12,374	10,826	11,251	12,305	11,513	16,548	10,973	144,947

Operator	2019 December	2020 January	2020 February	2020 March	2020 April	2020 May	2020 June	2020 July	2020 August	2020 September	2020 October	2020 November	Total Gross
National	170,539.05	193,472.40	135,187.16	111,830.06	36,937.04	29,555.46	88,585.55	43,422.53	145,648.92				955,178.17
Hertz	146,252.33	145,760.27	115,832.69	94,342.35	19,335.77	24,001.80	41,547.26	52,484.85	38,974.51				678,531.83
Avis	69,791.71	59,726.20	50,468.14	41,128.86	31,567.84	24,332.32	43,210.01	43,422.53	78,174.41				441,822.02
Budget	95,093.17	120,012.50	67,455.25	65,498.72	22,973.42	46,321.46	77,337.30	116,271.72	111,110.83				722,074.37
Total	481,676.26	518,971.37	368,943.24	312,799.99	110,814.07	124,211.04	250,680.12	255,601.63	373,908.67	-	-	-	2,797,606.39
Deplanements	12,041	15,208	9,165	5,174	877	1,503	2,167	5,114	5,736				56,985

**STATE OF LOUISIANA
PARISH OF RAPIDES**

In the Name and by the Authority of
The England Economic & Industrial Development District

RESOLUTION

BE IT RESOLVED, THAT THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT HEREBY ADOPTS RESOLUTION AUTHORIZING IMPLEMENTATION OF A CUSTOMER FACILITY CHARGE AT ALEXANDRIA INTERNATIONAL AIRPORT UPON RENTAL CAR CONTRACTS.

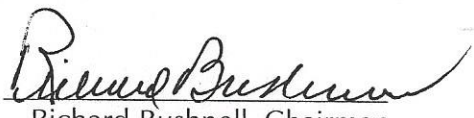
PARISH OF RAPIDES

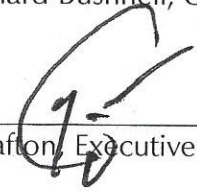
I, Lance Harris, do hereby certify that I am the duly qualified and acting Secretary of the England Economic and Industrial Development District of the Parish of Rapides, Alexandria, Louisiana, governing body of the England Economic and Industrial Development District.

I further certify that the above and foregoing constitutes a true and correct copy of a resolution for the minutes of a regular board meeting of the England Economic and Industrial Development District held on **October 22, 2009**, of said minutes and resolution are officially of recording my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature.



Lance Harris, Secretary/Treasurer

Richard Bushnell, Chairman

Jon Grafton, Executive Director

EXHIBIT F - REVISED REQUEST FOR PROPOSALS

ENGLAND AUTHORITY

DATE: October 22, 2009

TITLE: Motion to adopt resolution authorizing implementation of a Customer Facility Charge at Alexandria International Airport upon rental car contracts.

EXPLANATION OF PROPOSAL:

Daily fee of \$3.50 to support traveling public landside improvements.

FINANCIAL INFORMATION

BUDGET ACCOUNT:

Title:

Number:

Balance of Account:

Amount of Expense:

Amount Remaining:

____ See Attached

____ N/A

SUBMITTED BY:

Operations _____
Economic Development _____
Accounting R50 _____

Executive Director _____
Commissioner JS _____
Committee Finance _____

**STATE OF LOUISIANA
PARISH OF RAPIDES**

**In the Name and by the Authority of
Then England Economic & Industrial Development District**

**A RESOLUTION AUTHORIZING IMPLEMENTATION OF A CUSTOMER
FACILITY CHARGE AT ALEXANDRIA INTERNATIONAL AIRPORT**

WHEREAS, the England Economic & Industrial Development District has undertaken a capital improvement program to facilitate major customer service improvements at Alexandria International (Airport); and

WHEREAS, the England Economic & Industrial Development District operates, maintains and develops the Airport, in part with federal grants, passenger facility charges, other local funds and user fees; and

WHEREAS, Customer Facility Charges (CFC) on rental car contracts have become common financing tools for landside improvements at airports; and

WHEREAS, the Board and rental car companies operating at the Airport believe it would be mutually beneficial to provide landside improvements to the traveling public including but not limited to creation of the rental car return lot and storage facility using CFCs to finance these improvements; and

WHEREAS, at a meeting to discuss this concept, the rental car companies operating at the Airport have agreed to a CFC to pay for the planning, design and construction of various landside facilities:

NOW, THEREFORE, BE IT RESOLVED by the England Authority

1. That the board shall establish and periodically adjust as required, a daily CFC upon each airport rental car companies' customer's rental contract.
2. The CFC will be collected on a daily basis for all cars rented at the airpark for twenty-four or fewer hours for the first transaction day, and every twenty-four hours for each transaction day thereafter.
3. The CFC shall initially be established at \$3.50 per transaction day.
4. The CFC will be collected by all rental car companies operating at the Airport, including commercial terminal and FBO operations.

EXHIBIT F - REVISED REQUEST FOR PROPOSALS

5. The CFC collected by the rental car companies shall be held in trust by the rental car companies for the benefit of the Airport and shall be remitted monthly to the EEIDD in accordance with procedures established by the Executive Director.

6. Rental car companies and their agents hold only a possessory interest in the CFC, and no legal or equitable interest.

This Resolution shall take effect immediately upon execution, and the CFC referenced herein shall be collected commencing November 1, 2009.

ADOPTED THIS 22nd day of October, 2009

EXHIBIT G – REVISED REQUEST FOR PROPOSALS

NO. XX-2020

**STATE OF LOUISIANA
PARISH OF RAPIDES**

In the Name and by the Authority of
The England Economic & Industrial Development District

BE IT RESOLVED, THAT THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT HEREBY ADOPTS RESOLUTION AUTHORIZING IMPLEMENTATION OF A PRIVILEGE FEE FOR ANY NON TENANT IN THE BUSINESS OF RENTING VEHICLES (PROVIDERS) AND/OR PICKING UP CUSTOMERS AT ALEXANDRIA INTERNATIONAL AIRPORT.

WHEREAS, the England Economic and Industrial Development District (England Authority) operates, maintains and develops the Alexandria International Airport with federal grants, state grants, passenger facility charges and user fees; and

WHEREAS, Off-Airport, non-tenant motor vehicle rental services at the Airport are authorized at the Airport for the accommodation of passengers arriving and departing from the Airport, and these non-tenant Providers rent motor vehicles to the general public from a location or locations off the Airport; and

WHEREAS, Off-Airport non-tenant, and On-Airport tenant rental car companies constitute separate and distinct classes of business operations at the Airport; which should be regulated as necessary to ensure efficient Airport operation for the protection of the health, safety and welfare of the public; and

WHEREAS, the opportunity to enter into On-Airport rental car concessions at the Alexandria International Airport is the subject of public proposals open to experienced rental car operators; and

EXHIBIT G – REVISED REQUEST FOR PROPOSALS

NO. XX-2020

WHEREAS, as the recipient of Federal Aviation Administration grants, the Authority is subject to policies which require it to establish a fee structure that will make the Airport as self-sustaining as possible; and

WHEREAS, the England Authority desires to establish fees to be collected from Providers providing motor vehicles for rent in order to offset the costs of operation of the Airport; and

WHEREAS, in establishing and implementing the fee, the Off-Airport, non-tenant Providers of rental car services using the Airport should contribute toward the achievement of financial self-sufficiency of the Airport; and

WHEREAS, the fee described herein shall be considered a payment for the limited right to utilize England Authority facilities, but shall not constitute permission to permanently occupy or modify any real property of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the England Economic and Industrial Development District that the England Authority establishes, effective beginning on January 1, 2021, an Off-Airport Privilege Fee of twelve-percent (12%) of Providers gross revenue, as defined below, for all revenue related to customers picked up at Alexandria International Airport.

Definition of Gross Revenue. “Gross Revenues” as used herein shall mean, as determined in the reasonable discretion of the England Authority, all amounts charged to its customers, after discounts applied at the time of rental, by Provider for or in connection with agreements it secures through its operations at the Airport, regardless of whether such amount is actually paid to or received by Provider. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to Provider by customers for all sales made and services

EXHIBIT G – REVISED REQUEST FOR PROPOSALS

NO. XX-2020

performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through Provider's operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Provider's customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by Provider of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this Resolution shall be the specific exclusions set forth below:

- Federal, state, parish, city or international sales, use, or excise taxes now in effect or hereinafter levied on Provider's operations which are separately stated on customers' rental contracts and collected from customers of Provider;
- Amounts received specifically for loss, conversion and abandonment of or damages of vehicles or other property of Provider, other than any administration fees.;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through Provider's operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and

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- Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by Provider. However, any amounts collected above the pass through amount shall be included as Gross Revenue under this Resolution.
- The amount of any vehicle license recovery fee, now or hereafter permitted by the State of Louisiana.

BE IT FURTHER RESOLVED, that Gross revenue shall be deemed received at the time the lease or service transaction occurs, giving rise to Provider's right to collect said monies, regardless of whether the transaction was conducted in person, by telephone, or electronically, whether the transaction was for cash or credit, and if for credit, regardless of whether the Provider ultimately collected the monies owed for said transaction from the customer involved. Gross Revenues are amounts which Provider receives or is entitled to received, either initially or by amendment, whichever is greater.

BE IT FURTHER RESOLVED, that for purposes of Gross Revenue determination, revenue shall be deemed to have been related to customers picked up at the Airport if the customer arrived at either Airport within a twenty-four hours (24) period immediately preceding the rental, even though the customer arrived at the Providers location on their own or the motor vehicles is dropped off by the customer elsewhere.

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BE IT FURTHER RESOLVED, that on or before the 20th day of each month, Provider shall provide to the England Authority the fee. Said payment shall be made to England Economic and Industrial Development District. At the same time, Provider makes such payment, it shall provide the England Authority with a statement showing the amount of gross revenue related to passengers picked up at the Airport. If any fee is not paid within the calendar month of the due date, Provider shall pay a late charge equal to one and one-half percent (1 1/2 %) per month of unpaid balance, accruing from the due date until paid. The Executive Director may prohibit representatives of the delinquent rental car provider from entering the Airport to the extent permitted by law.

BE IT FURTHER RESOLVED, that the Executive Director is authorized to establish and implement the procedures necessary for the collection of these fees.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon execution, and the Off-Airport Privilege Fee referenced herein shall be collected commencing on January 1, 2021.

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PARISH OF RAPIDES

I, **Joe Williams**, do hereby certify that I am duly qualified and acting Secretary of the England Economic and Industrial Development District of the Parish of Rapides, Alexandria, Louisiana, governing body of England Economic and Industrial Development District.

I further certify that the above and foregoing constitutes a true and correct copy of a resolution for the minutes of a **regular board meeting** of the England Economic and Industrial Development District held on _____, **2020**, of said minutes and resolution are officially of recording my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature.

Joe Williams, Secretary/Treasurer

Dennis Frazier, Chairman

Sandra McQuain, Executive Director