

ADDENDUM #1 TO
FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
NOTICE OF INVITATION FOR BIDS (IFB)
FOR RENTAL CAR CONCESSIONS AT FORT WAYNE INTERNATIONAL AIRPORT

Addendum Issue Date: July 21, 2017

The following addendum items have been modified or clarified regarding the above referenced Invitation to Bids. The changes in the Addendum take precedence over the previously published information.

Where responding to a question, the question received is printed in black with the response from the Authority printed in red. Modified redlined documents reflecting the change are attached.

This addendum consists of:

- Front end Q & A responses
- Redlined IFB Reflecting Changes
- Redlined Exhibit 1 Reflecting Changes
- Non Redlined Attachment B & Attachment C reflecting changes

Questions Received from Enterprise Leasing Company of Indianapolis, LLC

General

1. Please provide the linear footage (length) of each counter.

Answer: Each counter is 15'.

2. Does the Airport have any formal written agreements with any off-airport operators? If so, what are the terms of that agreement – i.e. what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to the airport?

Answer: The Authority does not have any formal written agreements with any off-airport operators.

3. Please confirm that if you accept fewer than 5 Bids, that no additional Concessionaire will be added during the term of the agreement, other than those companies that are successful in this Bid process. Any RAC interested in operating at the Airport should not be able to NOT respond now, wait until it sees which companies bid and what MAGs are bid, and then enter into a contract at the minimum. This undermines the bidding process.

Answer: The Authority reserves the right to use vacant/vacated spaces for any purpose including but not limited to offering it to another car rental company (up to 5 counter positions). See IFB IV.A. Page 9.

4. Please confirm that all of the terms and conditions specified in the IFB and any/all issued addenda will be incorporated and made a part of the Lease and Concession Agreement. Please add language to

the IFB and to the Lease and Concession Agreement which states: “The Invitation for Bids, including any and all issued addenda and questions and answers, are hereby incorporated into and made a part of the Lease and Concession Agreement.”

Answer: See revision to Section 19.12

5. Regarding the requirement to mark/label our bid proposal envelope, in order to uphold the integrity of the IFB process, will Authority please eliminate the requirement to include company’s name on the label?

Answer: We request that you include your company name on the outside of the envelope as we confirm bids received at the start of the bid opening. The IFB does say “should also list the name of the Bidder on the outside of the envelope”; therefore, it could be omitted.

6. Please confirm that only one (1) original set (and no additional copies) of the bid documents are required as the final submission packet.

Answer: One set of bid documents are required on Page 2 of the IFB.

7. We request that you send Addenda to all potential Bidders who have submitted questions, or at least send them notice that an Addendum has been published.

Answer: The Authority will send an email notification to individuals sending questions and attendees at the pre-bid notifying them that the addendum has been posted on our website. We will not be responsible should you fail to receive the notification due to spam filters or otherwise.

8. In recent years, there have been a number of companies that have been providing new models of car rental operations at airports, including car sharing (hourly car rental) and peer-to-peer car rental (such as Turo). We request the FWACAA address in its off-airport agreement the landscape of today’s car rental environment and the various providers of car rental services to Airport customers, so that the Authority can capture the revenues from all parties with the privilege of serving the airport customer – not just the traditional rental car companies. We propose the definition of Rental Car Company be added, as follows: **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, which includes traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car-sharing businesses.**

Answer: FWACAA does not currently have an off airport agreement.

Invitation for Bids

9. Page 2, Schedule. We request you add 2 days after July 31 in which Bidders may ask clarification questions with 2 days for FWACAA to respond.

Answer: The deadline for receipt of questions is extended to 5:00 p.m. on July 25, 2017, to allow for submission of questions in response to addendum 1.

10. Please allow ample time between the time FWACAA issues answers/final Addenda and the time bids are due. It should be no less than 3 weeks to allow us to convene our bid committee (taking into account vacations), put together the bid package, and send to the local operating group for delivery.

Answer: The deadline for receipt of bids remains as stated in the IFB.

11. Page 6, please confirm that the location of ready/return spaces will be chosen based upon the total of the MAG for the five (5) years of the Agreement.

Answer: The location of the ready/return spaces for the first year of the Agreement will be assigned by the Authority with preference of location by row(s) given to the Operators based on their first year MAG (with the highest MAG being first preference.)

12. Page 8, III, A, 5, a and Attachment F. We request you eliminate requirements to provide all ACDBE information with the proposal and instead require this information at year end. It is unreasonable and burdensome to require Bidders to prove the ACDBE goal has been met prior to entering into a new agreement. We hope that the Airport appreciates the cumbersome nature of projecting and foreshadowing whether the goal of 1% will be met or demonstrating Good Faith Efforts to meet the stated goal prior to the bid due date. This is especially difficult given the tight timeframe in which we must reach out to our vendors in order to engage in meaningful discussion and gather information to complete the required ACDBE forms. In addition, we do not enter into contracts with vendors, so are reluctant to sign a document of commitment to use a specific ACDBE. Such a commitment could lead to price increases in the service or supplies provided. We strongly feel that it is not the spirit of ACDBE program as contemplated by the FAA to include such onerous requirements as a condition precedent to entering into a concession agreement.

Instead of the above requirements, we request that the Authority allow all Bidders to supply a detailed ACDBE Plan and documentation demonstrating Bidder's commitment to utilize ACDBEs in meeting the Authority's goal in lieu of completing the ACDBE forms and providing Good Faith Efforts documentation referenced in the Invitation for Bids.

We propose Bidder's ACDBE Plan include the following:

- Bidder's ACDBE Good Faith Effort Plan
- List of potential ACDBE firms that Bidder will endeavor to utilize during the term of the new agreement

Of course, as a matter of practice we will endeavor to include ACDBE vendors in the purchase of goods and services and will make good faith efforts in meeting the Authority's goal of 1% and comply with all requirements of the Authority's ACDBE Plan throughout the term of the new agreement, if awarded a concessions.

Answer: Page 8 of the bid documents state that Attachment "E" Form 1 will be required with the bid. Attachment "E", Form 2 is required prior to award.

Regarding the request to preclude requiring commitments to ACDBE firms, The Attachment E, Form 2 is contained in a sample ACDBE program kit developed by the FAA and it is part of our approved

program. Additionally, we received the following response from the FAA during the previous bidding process:

"Part 26 also applies to Part 23. GFE must be made and documented before contract award - after award, GFE becomes a commitment."

DOT has identified the following as a "bad practice" by airport recipients:

"Contract awarded without the goal being met, and with submission of good faith effort documentation after the contract award."

The Authority understands that you do not execute firm contracts for purchase of supplies. Indicate that you are providing estimated annual expenditure amounts when completing the Form 2.

13. Page 8, III, A.5.b. The 2nd sentence implies that we cannot add new ACDBE's after commencement of the Agreement. This seems to restrict our ability to increase our spend/participation if a new DBE becomes ACDBE certified during the Term and we wish to utilize their services. Please confirm that any ACDBE firm certified during the term of the Concession Agreement and utilized by Concessionaires will be included in calculating Concessionaires' ACDBE percentage participation goal.
Answer: The sentence has been modified to state that firms participating must be certified prior to commencement of their participation.

14. Page 10, E.4. Please confirm that Enterprise Leasing Company of Indianapolis, LLC is not in arrears, or in default upon any obligation to FWACAA.

Answer: As of July 20, 2017, none of the firms in operation at Fort Wayne International Airport are in arrears.

Lease and Concession Agreement

15. Page 6, 1.5.3 (b). Please add "**or other property of Company**" after the exclusion for "loss, conversion or abandonment"

Answer: See change to agreement.

16. Page 7, 1.5.3 (d). We request that all fuel be excluded from Gross Revenue, not just reimbursement for refueling a vehicle.

Answer: See change to agreement.

17. Page 7, 1.5.3 (g). We request that any sums received to reimburse us for administrative expenses be excluded also. We have to pay a 3rd party to collect fees, and when a customer reimburses us for that expenses it should not be considered revenue. Please add "and administrative expenses" after the phrase "Fines, tolls,..."

Answer: See change to the agreement.

18. Page 7, 1.5.3. We respectfully request that an exclusion be added for "**Carbon Offsets. Any sums received from Carbon Offset optional purchases made by customers.**" This fee is optional for our

customers, and is to allow them to make their rental carbon neutral. 100% of all fees collected are passed through to a 3rd party to fund environmental initiatives.

Answer: See change to the agreement.

19. Page 7, 1.6. Instead of having to bid a MAG for each year of the agreement, we request Bidders bid a MAG for year 1, and that the MAGs for years 2 through 5 be set at 85% of the of the previous year's payment to the Authority, as we do under the current Agreement. We request that language from the current agreement be added back.

Answer: The prior calculation has been incorporated. Section 4.8.1 is being deleted as a result of this change.

20. Page 8, 2.2. Please add "**except for its structural components, which shall be the responsibility of FWACAA.**"

Answer: This is covered under 11.1.

21. Same paragraph – please confirm that any equipment that service a common purpose will be maintained by FWACAA. E.g. the HVAC system service all back office areas should not be the responsibility of the tenants.

Answer: This is covered under 11.1

22. Page 9, 2.5. Is there any current possibility of relocating the ready/return lot?

Answer: It is not probable, but possible.

23. Page 11, 4.4, 2nd paragraph. We request that you delete the requirement to submit quarterly statements. Such a quarterly statement will be nothing more than a compilation of each of the 3 monthly statement, and creates additional work for our accounting team.

Answer: See change to the agreement.

24. Page 12, 4.5. We request the requirement to retain an independent CPA be eliminated as it is very costly to hire a CPA for this purpose. We request that annual statements be certified by a financial representative of the company. If the Airport requires, we can provide a certification of the statements from an authorized financial officer of the corporation.

Answer: This requirement remains and has not been changed.

25. Page 13, 4.8.1. We respectfully request that the abatement trigger be changed to a 15% reduction in the number of passengers deplaning for the same month in the immediately preceding contract year rather than for a full year as stated. In the event of such a drop in deplanements, MAG relief should be immediate.

Answer: Due to a change in the calculation of the MAG, this section has been removed.

26. Page 14, 5.1. Regarding the second paragraph – “Company shall provide copies of rental agreements from other rental locations included in the nonexclusive sequence of rental agreement numbers” – please strike this as we should not have to provide copies of our agreements at other rental locations. We can show you which cities were assigned the “missing” numbers. We request Authority approve this method, or that Authority simply change this paragraph to require that “a numbered invoice shall be issued with each sale or transaction”.

Answer: During an audit, this information would be requested in the event of missing numbers. Therefore, the language has not been changed.

27. Page 16, 5.4. Last paragraph, 5th line – please add language as follows “not provided ***in a timely manner*** in response to a records request...”

Answer: The second line already references in a timely manner.

28. Page 18, 6.2.2(b). This requires company to be “open for business” during certain hours. Please confirm that will require them to staff their counter during those hours.

Answer: See revised language. Open for business would include staffing the counter.

29. Page 19-20, 6.2.3 and 6.5. FWACAA’s previous sign standard did not allow illuminated back wall signs. The standard for back wall signage at airport location is an illuminated sign. We request they be allowed.

Answer: The Authority will approve illuminated signs if all the car rental companies submit plans for installation of acceptable illuminated signage.

30. Page 22, 8. First paragraph – We request that the ACDBE percentage goal be based on expenditures for goods/services, not gross receipts, and that language that was added to last sentence be clarified to reflect this, as follows: “An ACDBE concession specific goal of one per cent (1%) of annual ~~Gross receipts~~ ***expenditures for goods/services (excluding fleet)*** has been established for this concession.”

Answer: The bid documents have been modified to match the contract document which is 1% of annual gross receipts and goods/services (excluding fleet). This is how our goal was calculated in our ACDBE Program.

31. Page 22, 8. Fourth paragraph. We request that you require yearly ACDBE statements only. In the event you continue to require quarterly statements, please confirm that Company has 3 months in which to prepare each quarterly ACDBE statement. So for the year that ends November 30, it has until March 1 to file; for the quarter ending February 28, it has until June 1 to file, etc.

Answer: Our ACDBE program requires quarterly report submission. It is acceptable to submit the report within 3 months of the quarter end date.

32. Page 24, 10.2. Second paragraph – In the event FWACAA requires Company to relocate due to a reassignment of Exclusive Space hereunder, FWACAA should be responsible for all costs associated with such relocation.. We should not be forced to move at our own expense.

Answer: This has not been changed.

33. Page 25, paragraph 11.2.1. We object to the RACs being responsible for the maintenance of the Ready and Return lots. Our concession fees should cover such maintenance items. Alternatively, we request the CFC be responsible for such maintenance and repairs.

Answer: See revised language.

34. Page 27, paragraph 13.1. We respectfully request that the Authority provide for mutual indemnification. Will FWACAA please also indemnify Company against the same events that may arise due to FWACAA's actions and write such provision into the agreement?

Answer: This has not been changed.

35. Page 28, 13.1. Please strike the word "sole" from last sentence, as this is unreasonable.

Answer: This has not been changed.

36. Page 29, paragraph 14.2. Please amend this section as follows:

7th line: (i) contamination of, or adverse effects on the environment caused by Company's use of the Leased Premises ~~(whether known, alleged, potential, or threatened)~~, or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulations, judgment or order of any government or judicial entity which are brought as a result (whether in part or in whole) by Company's activity or operation on, or Release **by Company** from the Leased Premises ~~(caused in whole or in part by any person or entity other than FWACAA)~~ during the term of the Lease.

25th line: "local governmental agency or political subdivision because of Hazardous Material located on the Leased Premises or present in the soil or ground water on, under or about the Leased Premises **as a result of Company's activity or operation on the Leased Premises during the term of the Lease.**"

We should not be held accountable, nor should we indemnify the Authority for any environmental issues not caused by the Company or Company's employees or invitees acting at the direction of Company.

Answer: This has not been changed.

37. Page 30, 13.2. (Actually 15.2) Company should not be responsible for the cost of replacement equipment, etc. if the damage was not caused by company. FWACAA should have "all risk" insurance to cover the damage.

Answer: Each party, FWACAA and Company is responsible for their own property exposure and should provide coverage separately, as needed.

38. Page 33, paragraph 16.4. We cannot waive our rights to notice of demand for rent, demand for possession, notice of forfeiture, notice of termination and any and all other demands and notices required by law. We request you delete this paragraph.

Answer: See change to the Agreement.

39. Page 34, paragraph 16.7. At the end of the first sentence, please indicate that “reasonable wear and tear is excepted”

Answer: This change has not been made. We do not believe that the removal of fixtures, signage, or personal property applies to reasonable wear and tear.

40. Page 40, paragraph 19.7. We request that Notices to us be given only by certified mail or via overnight express delivery service, not by hand delivery.

Answer: See revised language to this section.

41. We request you add a “Most Favored Nations” clause such as:

“Most Favored Nations

In the event that any contract granted by FWACAA to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the MAG, rents, number of allocated parking spaces and the location of the concession area, etc.) then, at the option of Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.”

Answer: See Section 19.16

42. Exhibit C, I.B. Please change “comprehensive” to “***commercial***”, as this is the current terminology for this type of insurance.

Answer: See change to Exhibit C.

43. Exhibit C, II. Please confirm the following deductibles are acceptable: General Liability - \$500,000; Employers Liability - \$5,000,000.

Answer: Self-insured retention and deductibles in the following amounts are acceptable:

General liability	\$25,000
Workers Compensation/Employer Liability	\$10,000
Auto liability	\$25,000

44. Exhibit C, VI. 1st line – Please strike “and automobile liability”. Auto is not required under this agreement so this is not applicable.

Answer: Automobile Insurance has been added to Exhibit C.

45. Exhibit C, VI. 4th Line – Please add language to end of first sentence as follows: “as their interest appear ***for liabilities arising out of the conduct of the Company.***”

Answer: See change to Exhibit C.

46. Exhibit E. We request you delete Exhibit E. We should not be required to receive approval from FWACAA in order to terminate or substitute and ACDBE firm.

Answer: This form is included in our program to meet enforcement requirements and was identified in a compliance review conducted by the FAA. The FAA specifically identified that leases and concession agreements should be updated to identify this.

Questions Received from Hertz and DTG Operations Inc.

General questions

1. Please confirm that The Hertz Corporation and DTG Operations, Inc. are both considered incumbents for the purpose of this RFP.

Answer: Yes

2. Confirm that a parent company preparing two submissions would not be considered collusion. We understand that no brand cannot be used in multiple bids.

Answer: This would not be considered collusion.

3. Please consider allowing multi-branding (i.e., operating more than two brands under a single concession agreement). The ability to operate more than two brands from a single operating area, especially the ready/return lot, will maximize efficient use of the facilities.

Answer: IFB II.D.1.a. limits each counter space to two brands. This remains unchanged.

4. Please confirm that successful bidders who currently have service facility leases will have the opportunity to extend their existing leases to be co-terminus with the new Lease and Concession Agreement.

Answer: We are willing to negotiate a lease for the garage building that is separate from and could be the same term as the concession agreement.

RFP questions

1. II(D)(2)(incorrectly numbered (1). The allocation does not address the location of ready return spaces. Please indicate that successful bidders will be allowed to pick their location in the ready/return lot based on their total MAG bid so that the bidder submitting the highest total MAG will have first pick, etc.

Answer: See revision to this section.

2. III(A)(5). Please clarify what ACDBE materials need to be submitted with the bid and which need to be submitted prior to commencement of the agreement.

Answer: See response to Enterprise question 12 above.

3. IV(E)(4). Please confirm that The Hertz Corporation and DTG Operations, Inc. by virtue of their status as incumbent operators have provided sufficient evidence of their requisite business skills and financial resources.

Answer: All current operations would be considered to have provided sufficient evidence of their requisite business skills and financial resources.

4. IV(E)(5). Please confirm that The Hertz Corporation and DTG Operations, Inc. are not in arrears or in default upon any obligation to FWACAA as contemplated in this section.

Answer: See response to Enterprise question 14 above.

5. V(G). Please indicate when FWACAA will provide an executable lease. We should be provided no less than ten business days to execute and return the lease to the Airport.

Answer: FWACAA will provide lease documents for execution as soon as possible after award. FWACAA will work with each company to give them adequate time to obtain an executed lease.

6. Attachment B. This form still references "2012".

Answer: See Revision

Lease and concession agreement questions

1. Section 1.5.2(i). Please exclude from the definition of Gross Revenues any and all revenue from the retail sales of rental vehicles.

Answer: See change to Agreement.

2. Section 4.6. Please provide Company with written notice and an opportunity to cure any accidental late payments prior to assigning damages.

Answer: The section remains unchanged.

3. Section 5.6. Can we assume FWACAA will pay a similar rate of interest if Company has overpaid and FWACAA fails to make payment to the Company within 30 days?

Answer: No.

4. Section 11.2.2. Please modify this Section so that the judgment employed by FWACAA shall be commercially reasonable.

Answer: This has not been changed.

5. Section 13.2. Please confirm that Company may self-insure the required policies.

Answer: Self-insurance is permissible to the limits stated below. Additional coverage should be purchased through a commercial insurance carrier.

General liability	\$1,000,000	
Workers Compensation/Employer Liability		\$500,000
Auto liability	\$1,000,000	

6. Section 16.1. Please modify this Section so that FWACAA is required to provide Company with thirty (30) days written notice of any termination, similar to the notice Company is required to provide in Section 16.6.

Answer: See revision to the Agreement.

7. Section 16.1.4. As a subsidiary of a publicly-traded company, as a practical matter, we cannot provide notice nor have time to obtain the consent of an airport authority prior to change of control. Please delete or revise to provide for post-notice only, or an exception for concessionaires that are themselves, or owned or controlled by, companies whose shares are traded on a public stock exchange.

Answer: Our legal counsel advises that change of control would not be considered assignment.

8. Section 16.2.2. Please exempt Company's electronic equipment (which contains PID) and rental fleets from those items which FWACAA may seize.

Answer: See revision to the Agreement.

9. Please add a "most favored nations" clause so that to ensure Operators that FWACAA will not additional rental car Concession Agreements on terms more favorable than those provided here, except for the MAG. Please consider the following language: In the event that any contract granted by FWACAA to any other car rental Company shall contain any provisions more favorable to such Company than the terms herein granted, then this Agreement shall be amended to include such more favorable terms, so that no other Company shall enjoy any rights or other conditions more favorable to such Company than those enjoyed by Company herein.

Answer: See Section 19.16

Questions Received from Avis Budget Rental Car, LLC

Tentative Schedule

1. ABG respectfully request of FWACAA an additional question and answer period prior to the final addenda being issued?

Answer: The question period has been extended by one day to allow for receipt of questions relating to the issuance of Addendum #1. See revision to IFB Schedule.

General Conditions

2. (General Information) Please confirm what Airlines are currently providing services to Fort Wayne International Airport. Also, provide whether there are any new services on the horizon or whether any routes are in jeopardy.

Answer: Delta, United, American, Allegiant. FWACAA does not have knowledge of a change in service at this time.

3. (General Information) In the event FWACAA receives more bids than 5, will FWACAA consider opening the 6th counter for operation of a rental car concession?

Answer: No.

4. (Business Terms) ABG respectfully request FWACAA consider allowing bidders to submit year one MAG at the minimum stated and the subsequent years be a percentage of the previous year's Gross Revenue.

Answer: See answer to Question 19 from Enterprise.

Award of Agreement

5. (Causes of Disqualification) Please confirm collusion does not include discussions amongst brands owned and operated by the same parent company.

Answer: This would not be considered collusion.

6. (Basis for Agreement Award) Please confirm what qualifications FWACAA will evaluate when determining whether Bidder is qualified. Will incumbents be waived from qualifying standards?

Answer: Section IV. A. indicates that "in order to evaluate each Bidder's qualifications, each Bidder will submit the information identified in Section III.A." All bidders are required to submit this information.

Additionally, IFB IV., D. identifies other information that may be used to determine if a Bidder is qualified and responsible.

Rental Car Lease and Concession Agreement

7. (Section 8, Para., 1) The Agreement states that fleet is excluded from goods and services; however, this is not stated in the RFP. Please confirm that fleet is excluded.

Answer: See modification to III.A.5. of the IFB.

8. (Section 8, Para., 4) ABG respectfully objects to the imposition of any fines for late ACDBE participation reports. Due to the nature in which we compile and complete our reporting ABG is not able to submit ACDBE reports until at least the 18th of each month for the prior quarterly

reporting period, we do not receive the final accounting numbers until the 15th of the month prior quarter.

Answer: See modification to the Agreement.

9. (Exhibit D, ACDBE Participation Report) Does this report need to be submitted with the signing of the Agreement or is it a sample of quarterly reporting? If this is a sample of quarterly reporting, ABG is requesting that FWACAA consider our standard report which includes all the information requested on the form.

Answer: It is a sample of the quarterly report. FWACAA will accept a Company's standard report if it includes all of the information on the report.

Questions Received from Midwest Car Corporation

IFB

IV-A, page 9 – Basis for agreement award

Paragraph 2 – Drawing lots is not an acceptable means of breaking A tie. Each bidder is prepared to make a substantial investment and commitment, and their success should not be left to chance. Need to find some other tie breaker. Perhaps a tie should go to the current concession holder.

Answer: See revision to the IFB.

Attachment B, page 17-Adjust Date

Answer: Revised.

Lease Agreement

1.5, Page 4, Par. 3-Delete discounts and rebates as these are covered in 1.5.2-k

Answer: This has not been changed.

1.5.2, Page 5 (b) – Payment in lieu of rent – Charges for downtime is not “in lieu of rent” but is rather the inability to have any use of an asset (vehicle) for any purpose. It is recovery of costs associated with that asset (See Colorado court decision), not a rental fee. This should be exempt from gross revenues.

Answer: This has not been changed.

We ask that fuel be exempt from gross revenue. Refueling is a convenience service provided to renters who, for whatever reason, do not refill their vehicle before returning it. It is a

service to our customers, not a profit center, however, if not excluded, only the excess over cost should be subject to gross revenues. Other expenses include tanks, insurance, employees, pumps, regulations etc.

Answer: See revision to Agreement.

1.5.2, Page 6 (i) – Other charges. Revenue from the retail sale of a vehicle from the leased premises should be exempt. That is the disposal of an asset, not rental income, and does not happen as a benefit of being on airport property. You don't include a chair, computer, desk etc. as gross revenue.

Answer: See revision to Agreement.

2.5, Page 9, Par 1-delete "rebid" and add negotiated.

Answer: See revision to Agreement.

4.4, Page 11-Last Paragraph, add "reasonable" between such and additional

Answer: This has not been changed.

4.6, Page 12-Deliquent reports and late fees. 18% is unreasonable, change to 12%.

Answer: This has not been changed.

Page 13, after 4.8.2 add 4.8.3 -Add automobiles.

Answer: This has not been changed.

5.6, Page 16 – 18% and \$75.00 per hour are unreasonable. Please consider a downward adjustment

Answer: This has not been changed.

6.2.2, Page 18(b)-1 hour after last flight is unreasonable. Change to 15 minutes or baggage area has cleared out.

Answer: See revision to this section.

6.7, Page 20 – Employee parking. Employees should not be allowed to park in RR lot for more than 15 minutes. Establish a fine for violation. Employee cars parked in the RR lot are often less than appropriate in appearance and regularly park in restricted areas. If RR stalls are not needed by a company, then they should be reallocated to another concessionaire.

Answer: This has not been changed.

7.0, Page 21 – CFC – Add “directly” between “facilities” and “used” to clarify intent.

Answer: This has not been changed.

11.2, Page 25—Companies general obligations-Cost should be based on market share, not equally. Also suggest the CFC fund be responsible for these costs.

Answer: See Revision to Agreement.

16.4 , Page 33-Company Waiver. Please explain

The section has been deleted.

16.6, Page 33- Please change 30 days to 10 days.

Answer: This has not been changed.

16.6.2, Page 33-Please change 90 days to 10 days.

Answer: This has not been changed.

16.6.3, Page 33- Please change 30 days to 10 days.

Answer: This change has not been made.