

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/02/2021

Contract/Lease Control #: L21-0497-AP

Procurement#: ITB AP 29-21

Contract/Lease Type: LEASE

Award To/Lessee: AVIS BUDGET CAR RENTAL, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2021

Expiration Date: 09/30/2026 W/1 5 YR RENEWAL

Description of: NON-EXCLUSIVE RENTAL CAR AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



AGENCY CUSTOMER ID: 570000029827

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Avis Budget Group, Inc.; Avis Budget	
POLICY NUMBER See Certificate Number: 570087721717			
CARRIER See Certificate Number: 570087721717	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.

DEPUTY CLERK JDUNLAP  
JD PEACOCK II CLERK OF COURTS,  
OKALOOSA COUNTY, FLORIDA

CONTRACT#: L21-0497-AP  
AVIS BUDGET CAR RENTAL, LLC  
NON-EXCLUSIVE RENTAL CAR AGREEMENT  
EXPIRES: 09/30/2026 W/1 5 YR RENEWAL

DocuSign Envelope ID: F0F2B017-4B05-4D38-A693-1D96F41641A4

**Concessionaires Bond**

Bond No. SUR0068343

KNOW ALL MEN BY THESE PRESENTS, that we, **AVIS BUDGET CAR RENTAL, LLC**, as Principal, and **ARGONAUT INSURANCE COMPANY**, licensed to do business in the State of **FL**, as Surety, are held and firmly bound unto **OKALOOSA COUNTY, FLORIDA**, as Obligor, in the penal sum of **One Million Three Hundred Thirty Eight Thousand Nine Hundred Seventy One and 00/100 (\$ 1,388,871.00 )** lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Concession Agreement with the above name Obligor, effective the **1st** day of **June**, 2021 and terminating the **30th** day of **September**, 2026, for a Concession agreement at **Destin-FL Walton Beach Airport, Eglin Air Force Base, Okaloosa County, Florida**, and more fully described in said Concession Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the terms of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Concession Agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligor subject to the following express conditions:

Notwithstanding the provisions of the Concession Agreement, the term of this bond shall apply from the **21st** day of **May**, 2021 until the **21st** day of **May**, 2022 and may be extended by the Surety by Continuation Certificate. This bond may be canceled by the Surety at any time provided notice is sent to the Obligor by Certified Mail at least sixty (60) days prior to the effective date of such cancellation. However, neither cancellation or nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of cancellation or nonrenewal by the Surety, shall itself constitute a loss to the Obligor recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our hands and dated this **21st** day of **May**, 2021.

Designated by:  
*Maricela Escobales*  
\_\_\_\_\_  
(Witness) **Maricela Escobales**

**AVIS BUDGET CAR RENTAL, LLC**  
*Suzanne Panicoe*  
\_\_\_\_\_  
Suzanne Panicoe Assistant Secretary  
**ARGONAUT INSURANCE COMPANY**  
*Jason A. Lucky-Ellmott*  
\_\_\_\_\_  
(Attorney-In-Fact)

Agreed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Obligor)



DocuSign Envelope ID: F0F2B017-4B05-4D38-A693-1D96F41641A4

Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the County of Cook, Illinois, does hereby nominate, constitute and appoint

Sandra M. Wentzel, Susan A. Welch, Michelle D. Krebs, Julie A. Lusk, Jeffrey J. Timony, Sandra M. Novak, Derek J. Elson, Christina L. Sandowal, Anna A. Kumbals, Arnie Watson, Christopher L. Ticha, Ilan Komisar, Stephen J. Kovacs, B. Dempsey, Samantha Chertok, Kirstin L. Harigan, Andrew Micks, Nicholas Pantaris, Rachel Gere

their true and lawful agent(s) and attorney(s) in fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as aforesaid, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in warranty provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

\$25,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of his/her signature, which may be attested or acknowledged by any officer or attorney of the Company, qualify any attorney or attorneys named in the power of attorney, to execute on behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and oaths of warranty, and to affix the corporate seal thereof."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of May, 2017.

Argonaut Insurance Company



by

*Joshua C. Dietz*  
Joshua C. Dietz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS

On this 18th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, as referred to in the preceding instrument is now in force.

IN THIS SOLEMN MANNER, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Mues*  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 21<sup>st</sup> day of May, 2017.



*James Bluzard*  
James Bluzard, Vice President-Secy

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (813) 810-9137.

L21-0497-AP

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4299-21  
Procurement/Contractor/Lessee Name: AVIS Grant Funded: YES \_\_\_ NO X  
Purpose: agreement: lease rental concession  
Date/Term: 9-30-26 1.  GREATER THAN \$100,000  
Department #: 4201 R 2.  GREATER THAN \$50,000  
Account #: 344120 3.  \$50,000 OR LESS  
Amount: REVENUE  
Department: Airport Dept. Monitor Name: Stoje

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
Wkate Mac Date: 4-19-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no redial bid Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**  
Approved as written: see email attached Date: 4-19-21  
\_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: see email attached Date: 4-21-21  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Monday, April 19, 2021 8:42 AM  
**To:** DeRita Mason  
**Subject:** RE: Rental Car Concession Agreement and Lease

These are approved by Risk for insurance.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, April 19, 2021 8:24 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Rental Car Concession Agreement and Lease

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



# Board of County Commissioners Purchasing Department

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State of Florida

April 16, 2021

## OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF AWARD ITB AP 29-21

Okaloosa County would like to thank all businesses that submitted bids for Management & Operation of a Non-Exclusive Rental Car Concession at the Destin-Ft. Walton Beach Airport (VPS). (ITB AP 29-21)

After an in-depth examination of all responses and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract to the following:

**The Hertz Corporation**  
8501 Williams Rd.  
Parsippany, NJ 07054

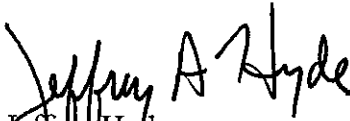
**Avis Budget Car Rental, Inc.**  
6 Sylvan Way  
Esteros, FL 33928

**Enterprise Leasing Company-  
South Central, LLC (Enterprise**  
2271 Valleydale Road  
Birmingham, AL 35244

**Enterprise Leasing Company-  
South Central, LLC (Alamo and National)**  
2271 Valleydale Rd.  
Birmingham, AL 35244

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

## Detail by FEI/EIN Number

Foreign Limited Liability Company  
AVIS BUDGET CAR RENTAL, LLC

### Filing Information

**Document Number** M06000000393  
**FEI/EIN Number** 22-3475741  
**Date Filed** 01/24/2006  
**State** DE  
**Status** ACTIVE  
**Last Event** LC NAME CHANGE  
**Event Date Filed** 04/10/2006  
**Event Effective Date** NONE

### Principal Address

6 SYLVAN WAY  
PARSIPPANY, NJ 07054

### Mailing Address

6 SYLVAN WAY  
PARSIPPANY, NJ 07054

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Ferraro, Joseph Anthony  
6 SYLVAN WAY  
PARSIPPANY, NJ 07054

Title Manager

NORTH, JOHN F., III  
6 SYLVAN WAY  
PARSIPPANY, NJ 07054

Title VP, Asst. Secretary



MUHS, ROBERT E  
6 SYLVAN WAY  
PARSIPPANY, NJ 07054

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2018	04/27/2018
2019	04/22/2019
2020	06/11/2020

**Document Images**

<a href="#"><u>06/11/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/22/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/17/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/21/2015 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/23/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/19/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/24/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/18/2011 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/29/2010 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2009 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/25/2008 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>06/26/2007 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/10/2006 -- LC Name Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/24/2006 -- Foreign Limited</u></a>	<a href="#">View image in PDF format</a>



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 04/10/2021 from 8:00 AM to 1:00 PM.

Search Results

Quick Search Results

Total records: 1

Save PDF Export Results Print

Result Page: 1

Sort by Relevance Order by Descending

Your search returned the following results...

Entity AVIS RENT A CAR SYSTEM, INC. Status: Active
DUNS: 001954387 CAGE Code: 1J9S1 View Details
Has Active Exclusion?: No DoDAAC:
Expiration Date: 06/11/2021 Debt Subject to Offset?: No
Purpose of Registration: All Awards

Save PDF Export Results Print

Result Page: 1



FORM P-2020-0319-0800
WWW

- Search Records Disclaimers FAPIUS.gov
Data Access Accessibility GSA.gov/IAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, April 20, 2021 5:18 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price; Allyson Oury  
**Subject:** RE: Rental Car Concession Agreement and Lease

The rental car concession agreements and leases for Enterprise, Alamo, Avis/Budget, and Hertz and Dollar are approved for legal sufficiency.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson P.A.**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, April 19, 2021 9:24 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Rental Car Concession Agreement and Lease

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CFP  
Senior Contracts and Lease Coordinator

CONTRACT#: L21-0497-AP  
AVIS BUDGE CAR RENTAL, LLC  
NON-EXCLUSIVE RENTAL CAR AGREEMENT  
EXPIRES: 09/30/2026 W/1 5 YR RENEWAL

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

**BETWEEN**

**OKALOOSA COUNTY, FLORIDA**

**AND**

**AVIS BUDGET CAR RENTAL, LLC**

**JUNE 1, 2021**

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

This Non-Exclusive Rental Car Concession Agreement and Lease (“Agreement”) is entered into this 1<sup>st</sup> day of June, 2021, by and between Okaloosa County, Florida, (“County”), whose principal address is 1250 Eglin Parkway, Suite 100, Shalimar, FL 32579, and Avis Budget Car Rental, LLC (“Operator”), a limited liability company organized, existing and doing business under and by virtue of the laws of the State of Delaware, whose principal address is 6 Sylvan Way, Parsipanny, NJ 07054.

WITNESSETH:

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

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

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

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

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

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

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

## ARTICLE 1

### DEFINITIONS

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

- 1.01 “Agreement Security” means the irrevocable letter of credit provided by Operator pursuant to and in accordance with the terms of Section 7.07 of Article 7 of this Agreement.
- 1.02 “Agreement Year” means each period of twelve (12) consecutive calendar months beginning on October 1 of each year of the term under this Agreement and ending at midnight on September 30 of each year. The Agreement Year coincides with the Airport fiscal year.
- 1.03 “Airport” means the Destin-Ft Walton Beach Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.04 “Airport Terminal Building”, “Terminal Building” or “Terminal” means the new passenger terminal building at the Airport as it presently exists and as it is hereinafter modified or expanded.
- 1.05 “Airports Director” means the Airports Director as appointed by County, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of said Airports Director.
- 1.06 “Certified Statement” means the certified statement required by Section 8.05 and as depicted on Exhibit E.
- 1.07 “Commencement Date” means June 1, 2021.
- 1.08 “Concession Recovery Fee” or “Concession Recoupment Fee” means the fee described in Section 6.06 of Article 6 of this Agreement.
- 1,09 “Concession Fee” means the greater of the Minimum Annual Guarantee or the Percentage Fee.
- 1.10 “Concession Recovery Fee” means any surcharge or any amount that Operator separately states and charges its customers to recover the amount of Operator’s Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to County under this Agreement is for Operator’s use of facilities and grant of concession rights at the Airport, and that those payments do not reflect a fee that is imposed by County upon customers renting automobiles from Operator. “Concession Recovery Fees” means the Concession Fee charged to the Operator by the County which is eligible to be charged back to the customer.
- 1.11 “Counter/Office Space” means that counter, office and counter queue area depicted on Exhibit A to this Agreement or the space, if any, provided by County in substitution therefor from time to time.

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

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

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

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

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

- 1.19 “Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.
- 1.20 “Minimum Annual Guarantee” or “MAG” means the Minimum Annual Guarantee submitted in the bid from October 1, 2021 through September 30, 2022. During each subsequent Agreement Year of Term of the Agreement, Operator shall pay the greater of the previous year’s Minimum Annual Guarantee payment or eighty five percent (85%) of the Percentage Fee due the County in the previous Agreement Year. In no case during the Term of the Agreement, shall the annual payment to the County during any Agreement Year be less than the Minimum Annual Guarantee for the initial Agreement Year of this Agreement.
- 1.21 “Notice of Award” means that written notice provided to Operator by the Purchasing Manager notifying Operator that County has awarded it a rental car concession at the Airport and specifying the Commencement Date under this Agreement.
- 1.22 “Overflow Parking” means that area designated by the County not included as part of the Ready/Return Spaces or the Service Area parking spaces where the Operator may temporarily park excess rental car vehicles for a limited period of time. The rental rate for use of the spaces will be at fifty percent (50%) of the applicable Ready/Return Space rental amount.
- 1.23 “Percentage Fee” means eleven percent (11%) of Operator’s Gross Receipts.
- 1.24 “Ready/Return Parking Areas” means those vehicle parking areas used for customer services depicted on Exhibit B to this Agreement, or any other parking areas, if any, provided by County in substitution for said parking areas.
- 1.25 “Ready/Return Space(s)” means the automobile parking spaces within the Ready/Return Parking Areas or such additional spaces or substitution spaces as are provided by County from time to time under the terms of this Agreement.
- 1.26 “Rentals” means the rentals described in Section 7.02 of this Agreement.
- 1.27 “Security Charge” means the security charge described in Section 7.06 of this Agreement.
- 1.28 “Service Area” means that area provided solely for vehicle washing, cleaning and fueling depicted on Exhibit C of this Agreement or any other areas and/or facilities, if any, subsequently provided by County for the servicing of rental vehicles.



## ARTICLE 2

### INTERPRETATION AND EXHIBITS

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

2.01 Interpretation

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

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

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

## ARTICLE 3

### PREMISES AND FACILITIES

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

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

## ARTICLE 4

### USE OF PREMISES

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

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

inspected the Leased Premises and agrees to accept delivery of possession as heretofore specified. Operator also acknowledges that if delivery of its Counter/Office Space/Counter Queue Space is made from that of a departing rental car operator that the condition of said space will require improvements by Operator prior to its fit-up, furnishing and installations, and Operator will be responsible for the same at its expense.

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

## ARTICLE 5

### TERM

- 5.01 Base Term - The Base Term of this Agreement shall begin on the Commencement Date and shall expire on September 30, 2026.
- 5.02 Option Term – Upon mutual Agreement of the parties, the Agreement may be extended under the same terms and conditions an additional five (5) years provided all Operators who hold contracts with the County request in writing that the Agreement be extended an additional five (5) year period. The written request must be received within thirty (30) calendar days of September 30, 2025. The County has the option of accepting or rejecting the request at its sole discretion. The County shall provide a written response within thirty (30) calendar days of receipt of the written request to exercise the Option Term. If a written request to extend is not received by the County within the timeframe outlined, the offer will be considered rescinded, and the Agreement will expire on the termination date as detailed in Article 14. If the County rejects the written request to exercise the Option Term, the contract will expire as identified in Article 14.
- 5.03 Holding Over - If Operator remains in possession of all or any portion of its Leased Premises after the expiration or termination of this Agreement, by lapse of time or otherwise, without specific written notice from County indicating its intention to have Operator quit and vacate the Leased Premises as of that date, such holding over shall constitute the creation of a month to month tenancy, terminable by County at any time upon thirty (30) calendar days written notice to Operator. During such holdover tenancy at sufferance, Operator shall pay a Concession Fee, which is the greater of the Percentage Fee or a prorated share of the MAG applicable to its period of occupancy, plus an amount equal to twenty-five percent (25%) of the Concession Fee as a surcharge to the County.
- 5.04 Concession Transition - In the event that upon expiration or earlier termination of this Agreement Operator is not awarded a new or successor rental car concession at the Airport, it will fully cooperate with County and any successor operator in the transition of the Leased Premises to said successor operator.

## ARTICLE 6

### **CONCESSION PRIVILEGES AND OBLIGATIONS OF OPERATOR**

- 6.01 Concession Privileges Granted - County grants to Operator the following rights and privileges and Operator assumes all of the following as part of its obligation to operate a high quality, well-managed and efficiently run rental car concession from the Leased Premises and the Airport:
- a. The privilege to rent passenger-type vehicles to the public on the Airport; the privilege to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; and the privilege to offer customer services, including but not limited to, refueling services, baby car seats, cellular/digital phones, and other related rental equipment. All additional rights shall be approved in writing, fully executed by County from time to time.
  - b. Operator's rental car concession shall be operated under the following brand name(s): Avis Rent A Car System, LLC / Budget Rent A Car System, Inc., for the Term of this Agreement and the payment of the MAG shall be required throughout the Term for and dual branded Bids regardless of whether the second brand is maintained. Operator cannot change or operate additional brands at the Leased Premises or from the Airport during the term of this Agreement. Operator may substitute a brand that is under the control of the Operator during the Term of the Agreement provided the Operator provides written notice to the Airports Director with the corresponding documentation that the Operator has a controlling interest in the substitute brand and identifies the brand being replaced and the Airports Director provides written approval prior to any such substitution. If Operator shall, at any time, cease to operate the concession under the Operator's brand name(s) specified in this Section 6.01(b), then this Agreement and Operator's concession privileges at the Airport shall be subject to termination upon thirty (30) calendar days advance written notice to Operator from the County. If the Operator has designated two brands in the ITB response and reduces to one brand during the Term of the Agreement, the counter/office/queue rental rate will be adjusted accordingly to account for only one brand, provided that the Operator continues to pay the full MAG amount required, as may be adjusted from time to time in accordance with this Agreement.
  - c. Operator shall have ingress and egress to and from the Leased Premises over public roadways and such other roadways as the Airports Director may approve from time to time.
  - d. The privilege for Operator's employees to use, in common with other employees on the Airport, the employee parking facilities provided by County, at such charges as County may, from time to time, establish for employees using the employee parking facilities. Employees may not park in Operator's assigned space in the Ready/Return



Parking Areas or Service Area. The County reserves the right to reduce the allocation of Ready/Return Parking Spaces from Operator if the spaces are used for employee parking.

- e. All rights and privileges not specifically granted to Operator in this Agreement shall be reserved to County.

6.02 Non-Exclusive Privileges - The privileges granted under this Agreement are non-exclusive. By entering into this Agreement, Operator acknowledges that County has entered into similar agreements with other rental car concession operators for similar services from on-Airport locations under similar terms. County reserves the right to enter into agreements with other companies providing rental car services from off Airport locations, if County determines that it is in its best interest to do so. County intends that any off-Airport location operators serving the Airport will have to execute an agreement with the County and to pay fees at a competitive rate that includes a premium surcharge to the County.

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

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

- f. Operator shall promptly remove all damaged, destroyed or inoperable vehicles from the Leased Premises and the Airport.

6.04 Standards of Service

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

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

- Key / key fob

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

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

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

- i. The management, maintenance, and operation of the concession shall at all times be under the supervision and direction of a qualified experienced full-time manager who is assigned only to VPS and who shall at all times be subject to the direction and control of Operator. Operator shall assign the manager an office on the Leased Premises and the manager shall be available during regular business hours. Operator shall at all times during the absence of the manager assign or cause to be assigned a qualified subordinate to manage the operation and to assume and be directly responsible and authorized to carry out the duties in lieu of the manager.
- 6.05 Non-Diversion of Rental Car Concession Business - Operator covenants, warrants and agrees that it will not divert business and/or Gross Receipts from Operator's rental car concession at the Airport. Diversion shall include, but not be limited to, Operator advising or suggesting to a customer or potential customer arriving at the Airport or pre-arranging a car rental prior to or upon arrival at the Airport that such customer or potential customer rent a vehicle or take delivery of a vehicle at any off-Airport location, regardless of the reason. Operator also covenants and agrees that it shall not establish, franchise, license or permit a car rental facility within a five (5) mile radius of the Airport Terminal. Any rental made by Operator or vehicle delivered by Operator, its franchisor, or any other affiliated person or entity, within said five (5) mile radius, to a customer who has deplaned from the Airport within the last forty-eight (48) hours, from whatever location, shall be deemed to be a rental transaction under this Agreement.
- 6.06 Concession Recovery Fee - Any surcharge or any amount that Operator separately states and charges its customers to recover the amount of Operator's Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to County under this Agreement is for Operator's use of facilities and grant of concession rights at the Airport, and that those payments do not reflect a fee that is imposed by County upon customers renting automobiles from Operator. Operator understands that County does not encourage nor support the practice of transferring Operator's obligation for payment of Operator's Percentage Fee due under this Agreement to its customers. Operator is prohibited from stating or implying, in writing or verbally, that the County or the Airport imposes or approves of any direct charge to its customers, including any surcharge that Operator passes on to its customers to recoup Operator's Percentage Fee. Operator is prohibited from misrepresenting to the public its prices or the terms and provisions of its rental agreement or those of its competitors, either verbally or in writing. If Operator recovers from or charges its customers the Percentage Fee, that charge shall be clearly and separately stated in writing immediately adjacent to Operator's time and mileage and other charges on the customer's rental agreement and invoice, shall not be described as a tax, and shall be no greater than twelve and 36/100<sup>th</sup> percent (12.36%) of the Gross Receipts resulting from that rental contract. Said Concession Recovery Fee shall also be included within Gross Receipts subject to the Percentage Fee under this Agreement.

## ARTICLE 7

### CONCESSION FEES, RENTALS AND OTHER CHARGES

- 7.01 Concession Fee - Operator shall pay to County for the privilege of being granted the right to operate a rental car concession at the Airport pursuant to the provisions of Article 6 hereof an annual Concession Fee defined and described in Article 1 hereof, and

determined in accordance with the provisions contained in Sections 1.16, 1.18, 1.20 and 1.21 of Article 1 of this Agreement.

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

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

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

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

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

- 7.04 Security Charge - Operator and the other car rental operators operating from Leased Premises on the Airport shall pay the County an annual Security Charge of three hundred thousand dollars (\$300,000), one twelfth, twenty five thousand dollars (\$25,000), of which is due and payable each month based on the percentage of Ready/Return Spaces allocated to each Operator compared to the total number of Ready/Return Spaces. This rate shall be increased in an annual basis by three percent (3%). In the event that County incurs any additional cost or expense to provide security services to Operator's Leased Premises or to Operator's vehicles or customers, including but not limited to those security services directed by the Transportation Security Administration (TSA) or the FAA, Operator shall reimburse County for said additional costs upon County's invoice.
- 7.05 Customer Facility Charge (CFC) - The following provisions have been included in this Agreement to delineate Operator's obligations to collect, deposit, safeguard, account for and remit Customer Facility Charges (CFCs) collected from Operator's customers pursuant to County Ordinance No. 10-16 adopted on November 16, 2010 (the "Ordinance"). In the event of a conflict between the following provisions and the provisions of the subject Ordinance, the provisions of the Ordinance shall control.
- a. County adopted Ordinance No. 10-16 on November 16, 2010, imposing a uniform CFC of \$3.75 per rental transaction day on rental car customers at the Airport. The CFC and the Ordinance may be changed or modified by County at any time by subsequent ordinance of the County. In the event that the CFC amount is changed by the County, any such change shall be sent to Operator and substituted as an Amendment to this Agreement not requiring execution by the Operator and County.
  - b. Operator shall charge, collect, deposit, safekeep, remit and account for the CFCs required to be collected by the Ordinance at the times required therein (regardless of whether such amounts are actually collected). Operator shall not be entitled to any right of offset or otherwise to reduce CFC payments required herein. Operator shall remit all CFCs imposed regardless of any amounts that may be owed or due to the Operator by County.
  - c. All CFCs collected by Operator shall be held in trust for the benefit of County and remitted to the County on a monthly basis along with detailed breakdown of the calculation of the amount due. Operator shall have only a possessory interest and not an equitable interest in CFC collections and revenue.
- 7.07 Agreement Security - In order to secure its performance under this Agreement, Operator shall comply with the following Agreement Security requirements:
- a. In order to guarantee the timely payment of all payments due by Operator under this Agreement, and to guarantee Operator's performance under this Agreement, Operator shall provide County, an Agreement Security in the form of an irrevocable standby letter of credit or performance bond in an amount equal to one hundred percent (100%) of Operator's Agreement Year Minimum Annual Guarantee to be remitted to County during the first Agreement Year. For the period from June 1,

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

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

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

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

7.10 Additional Rent - If County has paid any sum or sums or has incurred any obligation or expense for which Operator has agreed to pay or reimburse County, or if County is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Operator to perform or fulfill any one or more of the conditions, covenants and undertakings contained in this Agreement, Operator agrees to pay such sums or expenses, including all interest, costs, damages, and penalties, and agrees that the same shall be added to the next installment of rents due hereunder, and

each and every part of the same shall be and become additional rents, recoverable by County in the same manner and with like remedies as if originally a part of the Rentals, Fees and Charges set forth in Sections 7.02 through 7.06 hereof. Notwithstanding this paragraph or any other provision of this Agreement, County shall have the right to reimburse itself from the CFCs, when and if CFCs are available for such reimbursement, for any additional rents not otherwise paid to County.

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

## ARTICLE 8

### PAYMENT OF RENTALS, CONCESSION FEES, AND OTHER CHARGES



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

By U.S. Mail

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

By Express Mail or  
Overnight Delivery:

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

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

SunTrust Bank

9-digit routing number 061000104

To Credit:

Okaloosa County  
Account Number 1000208221373

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

8.02 Amounts due shall be payable as follows:

- a. Monthly Rentals for Counter/Office Space/Counter Queue Space, Ready/Return Space, and Service Area, Overflow Parking, and Security Fees, and one-twelfth (1/12) of the Minimum Annual Guarantee shall be paid in twelve equal monthly installments, in advance, not later than the first day of the month for which they are due.
- b. The amount by which the Percentage Fee for the preceding month exceeds one-twelfth (1/12) of the Minimum Annual Guarantee shall be paid to County by Operator within twenty (20) calendar days of the end of the month for which they are due.
- c. Other charges not fixed and determined in amount in advance, utility, tax and service charges, if any, and any other charges, payments, reimbursements and fees due under

this Agreement and accruing in any month shall be paid by Operator within twenty (20) days of invoicing by County.

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

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

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

8.07 Operator's Records

- a. Operator shall maintain, either at the Airport or elsewhere within Okaloosa County, books, records and accounts for its rental car concession granted under this Agreement, including computerized records, maintained in accordance with generally accepted accounting principles, generally accepted auditing standards, and the requirements of this Agreement recording Gross Receipts under this Agreement and providing for the determination and calculation of Concession Fees, Rentals, Security Charges, CFCs, and other payments to be made to County by Operator.
- b. Said books, records and accounts shall include detailed analyses listing all of Operator's transactions from operations at the Airport in the form of printed, written or electronic media. Operator's rental contract forms shall be sequentially numbered in a series designated for use only with this Agreement. Books and records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to, original rental contracts, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each rental transaction for the month, reconciliations between the financial records and monthly reports submitted to County, bank statements applicable to the operations of this rental car concession at the Airport, corporate trial balances, corporate contracts with corporate customers, annual audited financial statements and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Said books, records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Operator. For exclusions or adjustments to Gross Receipts, Operator's books and records shall include, but are not limited to, all agreements between Operator and corporate or volume customers establishing the customer's contractual rights to discounts and/or rebates, if such reduction is permitted by this Agreement, lists of all individual rental transactions with all corporate or volume customers, all individual rental agreements with all corporate or volume customers, and documentation of said records supporting other reductions to Gross Receipts authorized pursuant to Section 1.16 of this Agreement.
- c. Operator shall cause to be installed in Operator's operating area, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly,

accurately and completely all sales at the Airport related to Operator's Gross Receipts.

- d. In those situations where Operator's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Operator agrees to provide County with extracts of data files in a computer readable format on compact disks (CD), E-mail with attached files, or suitable alternative computer data exchange formats as requested by County.
- e. Each record and item of information required hereunder shall be maintained for a period of at least three (3) years from the date of creation and for such extended period as County requires in the event that there is an audit or litigation pending.

8.08 Audit of Operator's Books and Records

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

## ARTICLE 9

### **OPERATOR'S OBLIGATIONS OF MAINTENANCE AND IMPROVEMENTS**

- 9.01 Maintenance, Replacement and Repair - Operator shall, at its own cost and expense, maintain and repair all parts of Operator's improvements, equipment, fixtures and personal property installed or located on or at the Leased Premises, including Operator's computers and communications system, any Operator-installed connections to County-installed utility systems or property, and all other Operator's equipment and property whether or not any of the same is affixed or attached to such Leased Premises, Operator, in conjunction with the other rental car operators, shall also provide cleaning, general maintenance and refuse removal to a central collection point provided by the County for the Ready/Return Parking Areas and Service Area.
- 9.02 Alterations, Additions and Improvements
- a. Except as expressly provided for herein, Operator shall make no alterations, additions, or improvements to or installations on its Leased Premises (including, but not limited to, any work which could affect utility or other systems for which County is responsible) without the prior written permission of the Airports Director.
  - b. Before the commencement of any such work, if required by the County, detailed plans and specifications, including any modifications or amendments thereto requested by County, shall be filed with and approved, in writing, by the Airports Director, or designee, and all governmental departments and authorities having jurisdiction thereover. All such work shall be done subject to and in accordance with the requirements of applicable law and regulations of all such governmental departments and authorities, and, where required, each affected public utility company.
  - c. Such work shall be performed in a good and workmanlike manner by contractors and subcontractors authorized to work on the Airport by the County and in accordance with the plans and specifications approved for the same. At all times during such work, Operator shall have a copy of the approved plans and specifications on the construction site for inspection by County, if the same are herein required. Operator shall be required to replace any work which is not done in accordance with such plans and specifications as approved by the Airports Director.
  - d. Subject to the provisions of Section 14.09, all alterations, additions or improvements at any time placed upon its Leased Premises by Operator shall be deemed to be and become a part of the realty and the sole and absolute property of County upon completion; and, upon completion of any such alterations, additions, or improvements, Operator shall provide written documentation of the cost thereof to the Airports Director and shall give to the Airports Director a complete set of as-built drawings thereof, at Operator's sole cost, in such reproducible format, including electronic format, as the Airports Director may request.

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

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

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

**ARTICLE 10**

**OBLIGATIONS OF COUNTY**

10.01 Operation and Maintenance

a. Except at otherwise provided in this Agreement, County shall operate and maintain the Airport and the Terminal Building and shall keep the Airport, including the Terminal Building and County-installed Terminal Building equipment and fixtures, in good condition and repair. County's obligation with respect to the Terminal Building shall include responsibility for all roof maintenance and all structural maintenance and the maintenance of the heating, ventilating and air conditioning systems, the electrical system, and the plumbing and sewage system up to their point of entry to Operator's Leased Premises or attachment to Operator's equipment, except for those parts of the Leased Premises and those maintenance obligations for

which Operator is responsible pursuant to Article 9 hereof. County's maintenance obligation with respect to the Terminal Building shall also include custodial and general maintenance of the public areas of the Terminal Building and Operator's Counter/Office Space/Counter Queue Space. County shall maintain a centralized refuse removal system and contractor for the Airport and Operator shall pay its pro-rata share of the cost therefor through monthly charges from County.

- b. County shall provide required structural repairs to the Ready/Return Parking Area and Service Area and provide electrical service and lighting to the extent currently provided at said lots. The cost of electric service for the Ready/Return Areas and Service Area is included in the Rental.
- c. County shall cause electricity, air conditioning, heat, sewerage disposal and water to be supplied to Operator's Leased Premises in the Terminal Building and to such public areas of the Terminal Building presently having such service. County may charge Operator separately for County's costs of any utility requirements and uses resulting from special demands of Operator or for special utilization equipment. County shall not be responsible for disruptions in service due to failure of utility suppliers or other causes beyond County's control.

10.02 Leasehold Improvements

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

**ARTICLE 11**

**RULES AND REGULATIONS; COMPLIANCE WITH LAWS**

11.01 Rules and Regulations - Operator shall comply with and shall cause its employees, passengers, guests, invitees, agents and independent contractors to comply with all of County's rules and regulations and the Airports Director's operating directives with respect to the safe, prudent, or orderly conduct, use or operation of the Airport, as such rules, regulations and operating directives currently exist and as they may be hereafter enacted or amended from time to time in the future.

11.02 Observance and Compliance with Laws

- a. Operator shall, in connection with its rights and obligations hereunder, observe and comply with all laws, statutes, ordinances and regulations of all governmental authorities having jurisdiction, and shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, and ordinances, including but not limited to all rules, regulations and directives of the Federal Aviation Administration.
- b. Operator agrees to make part of and incorporate into this Agreement by reference or by setting forth at length, at the option of County, any and all statutes, rules and regulations, and assurances and covenants required pursuant thereto, the

incorporation of which may now or hereafter be required by the Federal Aviation Administration or other federal agency or by the State of Florida; provided, however, that nothing herein shall be construed to limit or diminish the right of Operator, at its own cost, risk and expense, to contest the same, by appropriate judicial or administrative proceeding.

#### 11.03 Public Records

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

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

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

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

## ARTICLE 12

### DAMAGE OR DESTRUCTION



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

## ARTICLE 13

### INDEMNIFICATION AND INSURANCE

- 13.01 General Indemnification – To the fullest extent permitted by law, Operator shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Operator and other persons employees or utilized by the Operator in the performance of this Agreement.
- 13.02 Insurance Requirements - Operator shall, at its own cost and expense, procure and maintain in effect the following minimum insurance coverages at all times during the term of this Agreement, and, prior to or contemporaneously with the execution of this Agreement, shall deliver to Okaloosa County, Florida (the Certificate Holder), 602-C North Pearl Street, Crestview, FL 32536, certificates of insurance, issued by a company or companies eligible to do business in the State of Florida, of recognized financial

responsibility, evidenced by a minimum A.M. Best rating A+, Class X or higher in the Best's Key Rating Guide, and reasonably satisfactory to County evidencing the following coverage for Operator:

a. Workers Compensation and Employers Liability Insurance for all employees engaged in operations under this Agreement. The limits of coverage shall be not less than:

1. Workers' Compensation - Florida Statutory
2. Employer's Liability -
  - \$1,000,000 - Limit Each Accident
  - \$1,000,000 - Limit Disease Aggregate
  - \$1,000,000 - Limit Disease Each Employee

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

b. Commercial General Liability Insurance coverage which shall include, but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Products and Completed Operations Coverage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Commercial General Liability Insurance shall be maintained for a period of not less than three (3) years following final operations of Operator under this Agreement. Limits of coverage shall be not less than the following:

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

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

- |   |  |
|---|--|
| Bodily and Personal Injury<br>and Property Damage Liability | \$2,500,000 Combined Single Limit<br>Each Occurrence |
|---|--|

d. Pollution and Environmental Contamination Insurance coverage covering both sudden and accidental and non-sudden and non-accidental pollution and

environmental contamination shall be provided. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability	\$5,000,000 Combined Single Limit Each Occurrence
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- e. Each certificate of insurance required and provided hereunder shall be in the form and substance acceptable to the County and shall meet each and every one of the following requirements:
1. The certificate shall be issued by an authorized representative of the insurance company shown on the certificate and shall provide that the coverages referred to therein shall not be terminated, modified or not renewed until County has received thirty (30) calendar days advance written notice thereof.
  2. The certificates of insurance, or an attachment thereto, shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of ten thousand dollars (\$10,000) will not be accepted unless specifically approved in writing by County. All deductibles or SIRs, whether approved by County or not, shall be the Operator's full responsibility.
  3. In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Operator shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the County a replacement certificate.
  4. Each certificate and policy providing liability coverage shall name Okaloosa County, Florida, as additional insured under the policies. The definition of "Insured" or "Additional Insured" under Operator's policy or policies of insurance shall include subcontractors, subcontractors to subcontractors, and any associated or subsidiary companies of the Operator that are involved and which are part of the concession or this Agreement.
  5. Each of the aforementioned certificates shall provide that the policies shall be primary to any other policies of insurance or self-insurance maintained by County.
  6. The acceptance or delivery to County of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by County that the insurance requirements in this Agreement have been met.
  7. The County shall retain the right to reject all insurance contracts or certificates that do not meet the requirements of this Agreement.
  8. Operator shall deliver to the Purchasing Manager, thirty (30) calendar days before the date of the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified.

9. No operations shall commence or continue by Operator at the Airport unless and until the required certificates of insurance are in effect and approved by County. In addition, Operator shall not allow any subcontractor (approved by County) to commence work under said subcontract unless and until all insurance required of said subcontractor has been received and approved by County.
- f. Upon the reasonable request by County, Operator shall provide a certified, true and exact copy of any insurance policy required hereunder requested by County. Operator authorizes County to confirm with Operator's insurance agents, brokers and insurance companies all information furnished County as to its compliance with its insurance requirements, including any impairment to the aggregate limits of any policy.
- g. If any insurance policy provided under this Agreement contains an aggregate limits, it shall contain a provision or endorsement providing that the insurance coverage and limits provided under this Agreement shall not be subject to said aggregate limits for this Airport location and this Agreement.
- h. The insurance coverages and limits required of Operator under this Agreement are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Operator. Operator retains the responsibility for assessing its total liability and physical risk exposures and managing these exposures, including the purchase of such additional insurance as may be required.
- i. If at any time County requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to County.
- j. Failure by Operator to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Operator from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations (including but not limited to those of indemnification) of Operator contained herein.
- k. Operator agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) calendar days of the Operator's knowledge, the Airports Director shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Operator becomes aware of the incident or claim. A detailed written report is to be made within ten (10) calendar days.
- l. Operator shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance for its Leased Premises or any other part of the Airport. Further, if Operator shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the premiums for insurance for such Leased Premises or the Airport, Operator shall pay the amount of such increase, pursuant to invoices from County.

- m. County shall have the right at the conclusion of each Agreement Year hereunder, upon the written recommendation of its Risk Management Director, to modify or alter insurance coverages and limits required hereunder upon thirty (30) calendar days written notice to Operator. Upon being given notice by County of said modifications and alterations, Operator shall promptly comply with said revised insurance requirements.

## **ARTICLE 14**

### **TERMINATION AND DEFAULT UNDER AGREEMENT**

- 14.01 Termination by County - Except as otherwise specifically provided for in this Agreement, the following provisions shall control termination of this Agreement by County. If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, immediately and without prior notice of default, terminate the lettings, licenses and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) calendar days after mailing:
- a. Operator shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the “Code”), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors; or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Operator under any chapter of the Code;
  - b. By order or decree of a court, Operator shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Code or under any other law or statute of the United States or any State thereof and such order or decree shall not be stayed or vacated within thirty (30) calendar days of its issuance;
  - c. A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against Operator and shall not be dismissed or stayed within thirty (30) calendar days after the filing thereof;
  - d. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Operator and such possession or control shall continue in effect for a period of thirty (30) calendar days;
  - e. Operator shall become a corporation in dissolution;

- f. The letting, license or other interest of or rights of Operator hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Paragraphs (a) through (e) of this Section 14.01; or
  - g. Operator shall fail to maintain in effect the Agreement Security required in the amount specified in Section 7.07 or the insurance required by Section 13.02 of this Agreement;
  - h. Operator shall fail on three separate occasions during any twelve consecutive month period to make any Concession Fee, Rental, Security Charge, CFC or any other payment to County when due;
  - i. The failure of Operator to comply with one or more obligations under this Agreement when required (including the requirement to have an adequate fleet of vehicles available for rental by customers and/or maintained, cleaned, and sanitized properly) on three (3) separate occasions during any twelve (12) month consecutive period;
  - j. Operator shall voluntarily discontinue its rental car business at the Airport for a period of thirty (30) consecutive days or, after exhausting or abandoning any further appeals, Operator shall be prevented for a period of ninety (90) consecutive days by action of any governmental agency, other than County, from conducting its rental car business at the Airport, except with respect to any such governmental action affecting operators generally at the Airport.
- 14.02 Merged Corporation - If Operator shall become a merged corporation in a merger or a constituent corporation in a consolidation which is prohibited pursuant to Section 15.01 and Section 15.05, County may, at its option, terminate the lettings, licenses and other rights of Operator hereunder upon ten (10) calendar days prior written notice of termination sent by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) calendar days after mailing.
- 14.03 Default for Non-Payment - If Operator shall fail to duly and punctually pay any Concession Fee, Rental, Security Charge, or CFC required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to County pursuant to this Agreement, then County may, if such default is not cured within ten (10) calendar days after receipt of written notice thereof with respect to such non-payment of said Concession Fee, Rental, Security Charge, or CFC and thirty (30) calendar days with respect to the non-payment of any other fee or charge, at its option, terminate the lettings, licenses and other interests and rights of Operator hereunder, by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed.
- 14.04 Additional Events of Default - If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, terminate the lettings, licenses, and other rights of Operator

hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed:

- a. A lien shall be filed against the Leased Premises or any portion thereof because of any act or omission of Operator, and shall not be discharged within thirty (30) calendar days after receipt of notice or other knowledge thereof by Operator, unless Operator shall within the aforesaid thirty (30) calendar days after receipt of notice or other knowledge thereof by Operator furnish to County security in such form and as County's legal counsel shall prescribe to protect the interests of County; or
- b. Operator shall fail to keep, perform and observe any term, condition, provision, warranty or covenant of this Agreement for a period of thirty (30) calendar days after written notice specifying such failure is given to Operator by County; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) calendar day period, shall not give rise to County's right to terminate this Agreement if corrective action is instituted by Operator within the applicable period and diligently pursued until the failure is remedied.

14.05 County Rights Upon Default - Notwithstanding any other provision in this Agreement, Operator agrees that upon any default in payment under this Agreement or upon the failure by Operator to comply with any other term, condition, provision, warranty or covenant hereof and Operator's failure in each case to cure such default or failure within any applicable grace period granted hereunder, County may:

- a. Terminate this Agreement without discharging any of Operator's obligations hereunder and exclude Operator from its Leased Premises and the Airport;
- b. Without terminating this Agreement, exclude Operator from its Leased Premises and use its best efforts to lease such Leased Premises to another rental car Operator holding an executed Agreement with the County and in compliance with the terms and conditions of that Agreement, holding Operator liable for all Operator's Concession Fees, Rentals, Security Charges, CFCs and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of Operator's Concession Fees, Rentals, Security Charges, CFCs and other amounts payable by Operator under this Agreement for the remainder of the term of this Agreement over the Concession Fees, Rentals, Security Charges, CFCs and other amounts which are paid by such new Operator under such new agreement; and
- c. From time to time, take whatever action at law or in equity appears necessary or desirable to collect Operator's Concession Fees, Rentals, Security Charges, CFCs and any other amounts payable by Operator hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Operator under this Agreement.
- d. It is understood and agreed that the rights and remedies set forth in this Section 14.05 shall be in addition to all other rights and remedies which are or may be available to County at law or in equity.

- 14.06 County Rights Cumulative - All the rights and remedies hereinbefore given to County shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive County of any of County's rights or remedies or actions against Operator for Concession Fees, Rentals, Security Charges, CFCs or other payments due hereunder or any other amount due or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Operator's Concession Fees, Rentals, Security Charges, CFCs or any other payment due hereunder on breach of covenant, or the resort to any other right or remedy herein provided for the recovery of Operator's Concession Fees, Rentals, Security Charges, CFCs or any other amount due be construed as a waiver of the right to obtain possession of the Leased Premises.
- 14.07 Operator's Rights Upon County Default - Operator's sole remedy for any County default under this Agreement shall be an action in contract for damages or an action seeking specific performance by County. Operator waives its right to a trial by jury.
- 14.08 Change of Agreement Term - Notwithstanding the provisions of this Article 14 hereof automatically, and immediately upon any occurrence of an event of default described in Sections 14.01(a) through (f) hereof, the term of this Agreement shall convert to month-to-month, commencing on the date of the automatic conversion, and in addition to its rights under this Article 14, either party shall have the right to terminate the Agreement upon thirty (30) calendar days written notice from County to Operator, or from Operator to County.

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

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

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



- 14.10 No Waiver by County - A failure by County to take any action with respect to any default or violation by Operator of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of County to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by County of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of County pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.
- 14.11 Agreement to Pay Attorneys' Fees and Expenses - When an event of default by Operator has occurred and County retains attorneys (or uses the services of County counsel) or incurs other costs and expenses for the collection of Concession Fees, Rentals, Security Charges, CFCs or other payments due hereunder, or for the enforcement or performance or observance of any covenant or obligation or agreement on the part of Operator herein contained, and if County is successful in obtaining judgment against Operator, or in obtaining a settlement with Operator, Operator shall pay to County the fees and expenses of such attorneys and such other costs and expenses incurred by County in taking such action.

## ARTICLE 15

### ASSIGNMENT, SUBLEASE AND TRANSFERS

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

- 15.04 Unauthorized Assignment or Sublease - If any transfer of Operator's interest hereunder shall occur, whether or not prohibited by Section 15.01 or Section 15.05, County may collect Concession Fees, Rentals, Security Charges, CFCs and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator, and in such event shall apply the net amount collected to Concession Fees, Rentals, Security Charges, CFCs and any other payments payable by Operator hereunder this Agreement without such action by County releasing Operator from this Agreement or any of its obligations hereunder. If any transfer prohibited by Section 15.01 or Section 15.05 shall occur without authorization of County and County collects Concession Fees, Rentals, Security Charges, CFCs and any other payments due County under this Agreement from any purported assignee, sublessee or transferee of Operator and applies the net amount collected in the manner described in the preceding sentence, such actions by County shall not be deemed to be a waiver of the covenant contained in Section 15.01 or Section 15.05 or constitute acceptance of such assignee, sublessee or transferee by County or release Operator from this Agreement or any of its obligations hereunder.
- 15.05 Change of Control - Any other provision of this Article 15 or any other provision of this Agreement notwithstanding, any transfer in control of Operator's entity structure, whether by action of Operator or by operation of law, shall likewise require approval and consent of County pursuant to Section 15.01 hereof. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Operator's stock (if a corporation) during any 12-month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of Section 15.01 enabling County to exercise any and all rights of County under Section 15.04.

## ARTICLE 16

### GOVERNMENT INCLUSION AND GOVERNMENTAL COVENANTS

- 16.01 Provisions Relating to Issuance of Bonds - Operator shall comply with the following provisions related to the issuance of bonds by County:
- a. This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to any lien, covenants (including the rate covenants), and provisions of the pledge, transfer, hypothecation, or assignment made or hereafter made by County in any trust indenture, ordinance or resolution under which bonds are issued for the Airport, including any amendments and supplements thereto. County and Operator agree that to the extent granted or required by any trust indenture, ordinance, resolution, or law, the holders of the bonds or their designated representatives shall have the right to exercise any and all rights of County hereunder.
  - b. Operator understands that County may issue bonds in the future, the interest on which is intended to be excludable from gross income from the holders of such bonds for Federal income tax purposes under the Internal Revenue Code of 1986, Operator agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises or own equipment provided in conjunction therewith,, if the act or failure

to act may cause County to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Operator take, or persist in, any action or omission which may cause the interest on the tax-exempt bonds either (1) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (2) to become subject to the alternative minimum tax (AMT) for Federal income tax purposes if such bonds were not originally subject to said tax.

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

#### 16.02 County Right to Improve Airport

- a. County has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, the Terminal Building and other Airport facilities, regardless of the desires or views of Operator and without interference or hindrance from Operator and without any liability to Operator; and County may continue to so develop, expand, improve and renovate the Airport, including but not limited to, its apron and taxiways, Terminal Building and other Airport facilities throughout the Term of this Agreement.
- b. Upon reasonable notice, during Operator's normal business hours, County shall have the right to enter Operator's Leased Premises to perform any of County's obligations hereunder, exercise any of its rights hereunder or in the exercise of its governmental functions, or in the event of any alteration, improvement or construction on, adjacent to or in the vicinity of Operator's Leased Premises, for

purposes related thereto. Notwithstanding the foregoing, in an emergency, County shall have the absolute right to enter Operator's Leased Premises to perform or exercise any of the aforementioned obligations or rights.

- c. In addition to those rights reserved by County in Section 16.02 (a) and (b) above, County reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, change, alter or modify Operator's Leased Premises for purposes of maintaining or constructing improvements, modifications or expansions to the Airport, provided that:
  1. At least sixty (60) calendar days prior written notice of any such action is given by County to Operator.
  2. Reasonably convenient and equivalent alternative premises and adequate means of ingress and egress thereto shall be made available to Operator. Such alternative premises shall be subject to Operator's reasonable approval.
  3. Operator shall continue to pay all Concession Fees, Rentals, Security Charges, CFCs and all other payments applicable under this Agreement with respect to its Leased Premises during any such relocation (adjusted for any decrease in square footage); provided, however, that County shall reimburse Operator through the CFC fund balance any reasonable costs associated with any necessary relocation and any loss of Rentals or Security Charges.

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

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

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

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

- d. Operator assures County that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by said Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of Federal Regulations, Subpart E, to the same effect. Operator assures that it shall

furnish to the United States government or County, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

- 16.05 Accessibility of Physically Handicapped - To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Leased Premises and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Leased Premises or the Airport or any part thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSI A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.
- 16.06 Disadvantaged Business Enterprise Program - In the event that Operator is not certified by County as a Disadvantaged Business Enterprise, Operator shall, to the extent possible, use or obtain the services, goods and products, including its vehicle fleet, from Disadvantaged Business Enterprises (DBEs) as defined in 40 CFR Part 23, and as certified by County or by the Florida Department of Transportation acting on behalf of County, in the conduct of its business and operations at the Airport; in order to enable it to achieve the DBE goal included within its bid to County. Operator agrees that for each year during this Agreement, Operator will make a good faith effort to purchase services, goods and products from DBEs in aggregate which will equal or exceed Operator's goal for each Agreement Year under this Agreement as set forth on Exhibit F attached hereto. In order to ensure compliance with the foregoing DBE requirement, Operator agrees to the following:
- a. Within sixty (60) calendar days after award of this Agreement by County, and by October 1 of each succeeding Agreement Year of the term, Operator will furnish to County's DBE Officer at the Airport the final program it will be utilizing during the next twelve-month period to achieve its DBE goal, including the names and certifications of the DBEs it plans to utilize. Only those firms which have been certified as DBEs under the County's or FDOT's program may be counted toward the DBE goal. If a DBE must be replaced for any reason, Operator agrees that it will be replaced with another DBE or, if not replaced with a DBE, Operator shall demonstrate to County it made a good faith effort to do so.
  - b. Within ninety (90) calendar days after the end of each Agreement Year and by November 20th of each succeeding Agreement Year of the term, Operator will furnish County with a report certified by an officer of Operator's corporation, showing Operator's total Gross Receipts at the Airport for said Agreement Year and Operator's total purchase of services, goods and products for business at the Airport during that twelve (12) month period, and the percentage of such purchases made from DBEs, and the exact amount paid to each DBE, by name. Additional

information to be provided to the Airport includes: DBE contact information (name, address, phone number, etc.) as well as race/gender information as denoted in 49 CFR Part 23. Each DBE's certification shall also be referenced in said report.

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

shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:

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



agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Leased Premises or the Airport, Operator shall simultaneously provide a copy of such notice or report to County.

- f. Operator shall undertake all necessary steps to remedy and remove any environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities, conduct or presence of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors on the Leased Premises or at the Airport, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Leased Premises or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be after Operator submits to County a written plan for completing such work and receives the prior approval of County, which shall not be unreasonably withheld. County shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any environmental remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.
- g. Notwithstanding the obligations imposed on Operator in Paragraph (f) of this Section of the Agreement, County and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to mediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause environmental pollution, contamination, or damage at, under or about the Leased Premises or the Airport. Operator agrees to cooperate with any and all such actions.
- h. County shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence on the Leased Premises or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by County or its employees.

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

- a. Without in any way limiting Operator's obligations under Article 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, which may be incurred in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity, conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit.
- b. All rights and remedies of County as provided in this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and County's right to indemnification as provided under this Section shall survive the termination of this Agreement."

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

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

Operator, and Operator agrees that it will hold harmless and indemnify County for any violations or non-compliance by Operator with any such permit requirements for which it has undertaken.

## ARTICLE 17

### GENERAL PROVISIONS

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

- 17.04 No Co-Partnership or Agency - It is understood and agreed that nothing herein contained, including but not limited to County receiving Percentage Fee payments from Operator, is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties hereto, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever.
- 17.05 No Personal Liability - No past, present or future officer, member, official, director, agent or employee of either party or the United States of America shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.
- 17.06 Notices - Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County and Operator at the following addresses:

by U.S. Mail

**COUNTY**

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

Cc:

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

**OPERATOR**

Avis Budget Car Rental, LLC  
6 Sylvan Way  
Parsipanny, NJ 07054

by Overnight Delivery

**COUNTY**

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

**OPERATOR**

Avis Budget Car Rental, LLC  
6 Sylvan Way  
Parsipanny, NJ 07054

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

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

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

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

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

OKALOOSA COUNTY, FLORIDA

BY: Carolyn N. Ketchel  
Carolyn N. Ketchel  
Chairman, Board of County Commissioners

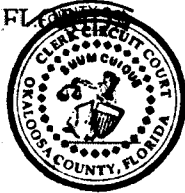


Date: JUN 0 1 2021

ATTESTS:

CLERK OF CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA

J.D. Peacock II  
J.D. Peacock II  
Clerk of Circuit Court



OPERATOR: AVIS BUDGET CAR RENTAL, LLC

DocuSigned by:  
BY: Anne Morrison  
Name (Print): Anne Morrison  
Title (Print): Vice president

5/19/2021  
Date: \_\_\_\_\_

ATTESTS:

Daniel Stark  
Name (Print): Daniel Stark  
CORPORATE SEAL:

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Broward

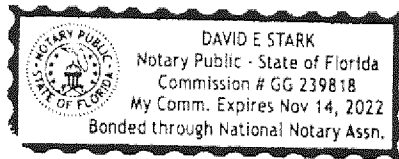
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared \_\_\_\_\_, who under oath deposes and says that he/she is the duly authorized representative of AVIS BUDGET CAR RENTAL, LLC to execute contracts and lease agreements on behalf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

SWORN AND SUBSCRIBED before me this 19<sup>th</sup> day of MAY, 2021. <sup>5/19/2021</sup>

David Stark

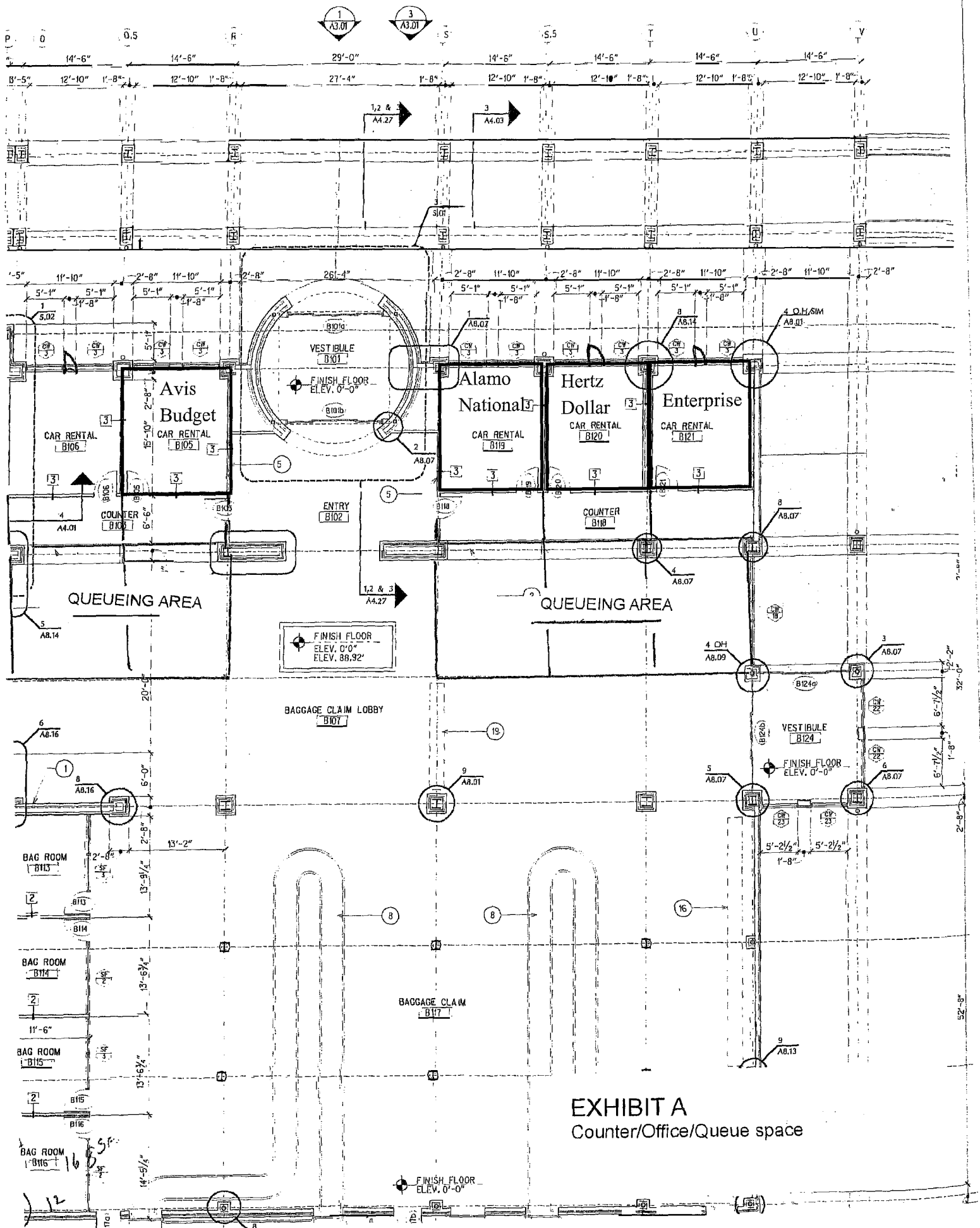
NOTARY

My commission expires: 11/14/2022



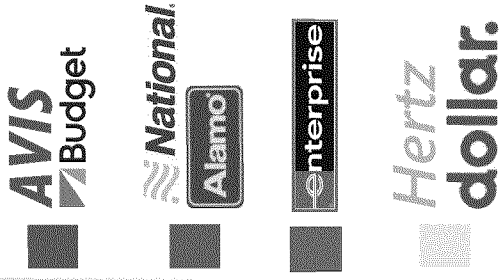


# Exhibit A

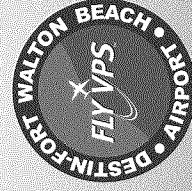


**EXHIBIT A**  
Counter/Office/Queue space

# EXHIBIT B



Enjoy your visit!!

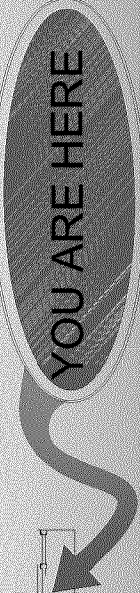


DESTIN - FORT WALTON  
BEACH AIRPORT

140	176	212	246	271	291	316	341	366	391	416	441	466	491	516	539
139	175	211	245	270	280	315	340	365	390	415	440	465	490	515	538
138	174	210	244	269	289	314	339	364	389	414	439	464	489	514	537
137	173	209	243	268	288	313	338	363	388	413	438	463	488	513	536
136	172	208	242	267	287	312	337	362	387	412	437	462	487	512	535
135	171	207	241	266	286	311	336	361	386	411	436	461	486	511	534
134	170	206	240	265	285	310	335	360	385	410	435	460	485	510	533
133	169	205	239	264	284	309	334	359	384	409	434	459	484	509	532
132	168	204	238	263	283	308	333	358	383	408	433	458	483	508	
131	167	203	237	262	282	307	332	357	382	407	432	457	482	507	
130	166	202	236	261	281	306	331	356	381	406	431	456	481	506	
129	165	201	235	260	280	305	330	355	380	405	430	455	480	505	
128	164	200	234	259	279	304	329	354	379	404	429	454	479	504	
127	163	199	233	258	278	303	328	353	378	403	428	453	478	503	
126	162	198	232	257	277	302	327	352	377	402	427	452	477	502	
125	161	197	231	256	276	301	326	351	376	401	426	451	476	501	
124	160	196	230	255	275	300	325	350	375	400	425	450	475	500	
123	159	195	229	254	274	299	324	349	374	399	424	449	474	499	
122	158	194	228	253	273	298	323	348	373	398	423	448	473	498	
121	157	193	227	252	272	297	322	347	372	397	422	447	472	497	
120	156	192	226	251	296	296	321	346	371	396	421	446	471	496	
119	155	191	225	250	295	295	320	345	370	395	420	445	470	495	
118	154	190	224	249	294	294	319	344	369	394	419	444	469	494	
117	153	189	223	248	293	293	318	343	368	393	418	443	468	493	
116	152	188	222	247	292	292	317	342	367	392	417	442	467	492	
115	151	187													
114	150	186													
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109	145	181													
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107	143	179													
106	142	178													
105	141	177													
104															
103															
102															
101															

RETURN LANE

## RENTAL CAR PARKING MAP



YOU ARE HERE

TO TERMINAL

EXIT

Exhibit C

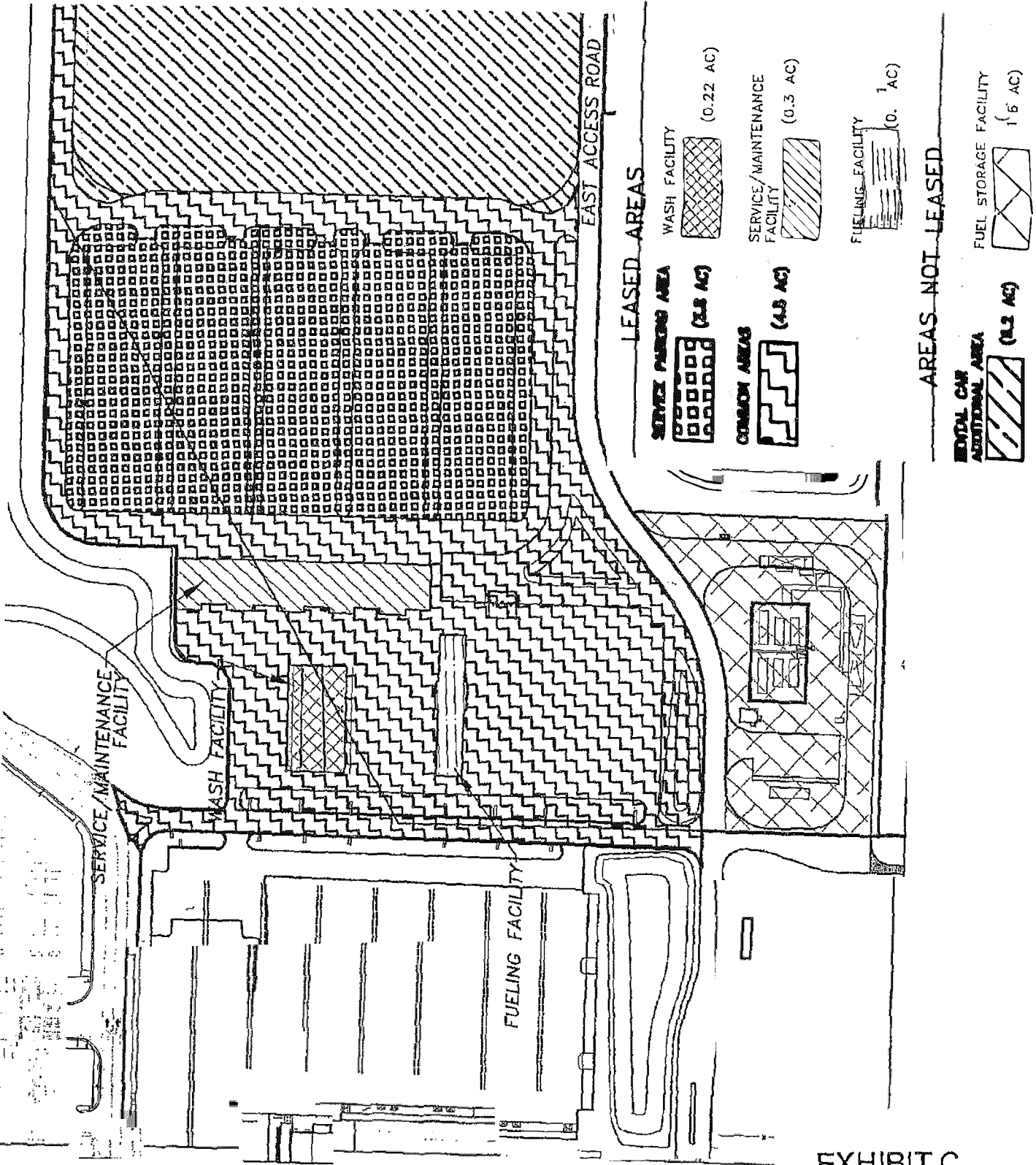


EXHIBIT C  
RAC Service Facility

Exhibit D

Bidder, Avis Budget Car Rental, LLC, on an Agreement Year basis, for the right and privilege of operating a non-exclusive rental car concession at the Destin-Ft Walton Beach Airport, either the following Minimum Annual Guarantees, subject to adjustment as provided for in the Agreement, or an eleven percent (11%) Percentage Fee of the Gross Receipts as specified in the Agreement in Part V, whichever is greater. In addition, Bidder agrees to make payment of the Minimum Annual Guarantee, and Percentage Fee in the form and at the time and place as required by Article 7 of the Agreement.

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

1. One million three hundred sixty eight thousand nine hundred seventy-one and xx/100 Dollars (\$ 1,368,971 )  
 (Amount expressed in words) (Amount in figures)

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

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

Number of Addenda	Date of Receipt
# <u>1</u>	<u>March 23</u> , 2021
# _____	_____, 2021
_____	_____, 2021
_____	_____, 2021

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

## EXHIBIT E

### OKALOOSA COUNTY AIRPORTS

Monthly - Certified Statement of Gross Revenues and Activity

{COMPANY NAME}

MONTH: October				YEAR: 2021			
CONCESSIONAIRE:				AIRPORT: Destin Fort Walton Beach Airport			
CONTRACT NUMBER:				AGREEMENT TYPE:			
TENANT TYPE: Rental Car				REVENUE CODE:			
				LOCATION CODE:			
<b>GROSS RECEIPTS</b>							
				<b>Other Vehicle-Related or Service Charges</b>			
<b>Time &amp; Mileage Charges</b>				Other Equipment			
<b>Insurances</b>				Cell Phones			
PAC				Ski Racks			
PEC				Child Seats			
SLI				Navigation Equipment			
Other				Other			
Total				Total			
\$ -				\$ -			
<b>Waivers</b>				<b>Other*</b>			
LDW				Total			
CDW				\$ -			
Other				*Itemize any over .0125% of Gross Receipts			
Total				<b>TOTAL GROSS RECEIPTS</b>			
\$ -				\$ -			
<b>Fuel Charges</b>				<b>CALCULATION OF PRIVILEGE FEE FOR MONTH</b>			
Prepaid Fuel				<b>TOTAL GROSS RECEIPTS</b>			
Fuel Service				\$ -			
Gasoline Recovery				<b>PERCENTAGE FEE DUE (11%)</b>			
Total				\$ -			
\$ -				<b>Less Monthly Payment of MAG</b>			
<b>Other Vehicle Charges</b>				<b>Net Commission Due to County</b>			
Inter-City Fees				\$ -			
Vehicle Exchange				\$ -			
Other Drivers							
Total							
\$ -							
\$ -				<b>CUSTOMER FACILITY CHARGE (CFC) REPORT</b>			
<b>Fee Recoveries</b>				CFCs Collected for month =			
Concession Recovery Fee				CFC Interest Income for month =			
Tire/Battery Fee				Total CFC Remittance for month =			
Licence Recoupment Fee				\$ -			
Other (GARS & FTP TAX)				RENTAL TRANSACTIONS for month =			
Total				RENTAL TRANSACTION DAYS for month =			
\$ -							
<p>I certify that this is a true and accurate statement of Gross Receipts in accordance with the terms of our Concession Agreement and Lease with Okaloosa County, Florida, for the month and year listed above.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p> <p>Date: _____</p>							
<b>Mail payment and Certified Statements by the 20th of the following month to:</b>							
				Airports Director Okaloosa County Airports 1701 State Road 85 North Eglin AFB, FL 32542			
<b>By Wire Transfer* to:</b>				SunTrust Bank 9-digit routing number: 061000104			
<b>To Credit:</b>				Okaloosa County (421) Account Number: 1000208221373			
*Subject to change by County upon twenty (20) days written notice to Operator.							



Exhibit G

Okaloosa County, FL  
Destin-Fort Walton Beach Airport (VPS)

BID OF  
**AVIS BUDGET CAR RENTAL, LLC**

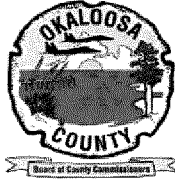
ITB: Management and Operation of a Non-  
Exclusive Rental Car Concession at the  
Destin – Fort Walton Beach Airport (VPS)  
ITB # AP 29-21

ITB Due Date & Time:  
Wednesday, April 7, 2021 @ 3pm CST

## TABLE OF CONTENTS

1. ITB FORM Acknowledgement & Part IV Attachments A – R
  
2. Attachments
  - A. Pro Forma
  - B. Bid Security - \$10,000 Bond
  - C. Experience Statement
  - D. Certificate of Good Standing
  - E. Corporate Authority





INVITATION TO BID ("ITB") & RESPONDENT'S ACKNOWLEDGEMENT

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

**ITB NUMBER:**  
ITB AP 29-21

<b>ISSUE DATE:</b>	March 15, 2021	
<b>SUBMISSION OF QUESTIONS/CLARIFICATIONS:</b>	March 22, 2021	3:00 P.M. CST
<b>RESPONSES TO QUESTIONS/CLARIFICATIONS (NO LATER THAN):</b>	March 26, 2021	3:00 P.M. CST
<b>ITB DUE DATE &amp; TIME:</b>	April 7, 2021	3:00 P.M. CST

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

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

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

COMPANY NAME AVIS BUDGET CAR RENTAL, LLC

MAILING ADDRESS 6 Sylvan Way


CITY, STATE, ZIP Parsippany, NJ 07054

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 22-3475741

TELEPHONE NUMBER: 973-496-5910 EXT: \_\_\_\_\_ FAX: 973-496-3441

EMAIL: anne.morrison@avisbudget.com

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

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Anne Morrison

TITLE: Vice President Properties & Facilities DATE: 3/29/21

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

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

**ITB NO. AP 29-21**

**PART IV - ATTACHMENTS TO ITB**

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

**A. List of Attachments**

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

**B. Completion of Attachments**

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

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
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ITB NO. AP 29-21

ATTACHMENT A - BIDDERS ELIGIBILITY FORM

I. OVERVIEW

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

II. BIDDER INFORMATION

- A. Name Avis Budget Car Rental, LLC
- B. Address 6 Sylvan Way, Parsippany, NJ 07054
- C. Telephone No. 973-496-5910
- D. Fax No. 973-496-3441
- E. Contact Person Anne Morrison
- F. Type of Organization (Check all that apply) (If the Bidder is a franchisee, joint venture, or subsidiary, then the information requested below shall be provided for the franchisee and parent entity of franchisor, for each company forming the joint venture, or for the subsidiary and parent.)
- Sole Proprietorship
- Partnership
- Limited Liability Company
- Joint Venture
- Corporation
- Other (explain) \_\_\_\_\_



I. IF A CORPORATION, ANSWER THE FOLLOWING:

1. Incorporation date? \_\_\_\_/\_\_\_\_/\_\_\_\_
2. State where incorporated? \_\_\_\_\_
3. Is the corporation authorized to do business in Florida?
  - a. Yes ( ) No ( ) If so, as of what date? \_\_\_\_\_

b. If Florida is not the state of incorporation:

(1) Address of the registered office in Florida:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

**OFFICER'S NAME**

**POSITION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL SHAREHOLDERS**

**ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. IF A JOINT VENTURE, ANSWER THE FOLLOWING:

1. Date of Organization? \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Date \_\_\_\_\_ Book \_\_\_\_ Page \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

3. Has the Joint Venture done business in Florida?

Yes ( ) No ( ) When? \_\_\_\_\_

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

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

III. FINANCIAL INFORMATION

A. Financial Statements **WAIVED**

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

B. Financial Responsibility **WAIVED**

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

C. Surety Information

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

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

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D. Bankruptcy Information

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

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

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E. Contract Termination/Cancellation

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

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

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F. Litigation and Arbitration

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

Yes ( ) No (X)

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

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G. Violations of Law

1. At any time during the previous ten (10) years, has Bidder or any partner, joint venture participant or individual serving as an officer of Bidder been convicted of, or pleaded guilty or no contest to, a felony crime?  
Yes ( ) No (X) (If yes, attach detailed information.)
2. Is Bidder or any partner, joint venture participant or individual serving as an officer of Bidder currently under investigation in a felony criminal proceeding?  
Yes ( ) No (X) (If yes, attach detailed information.)

H. Financial References **WAIVED**

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

**REFERENCE NO. 1 - Financial Institution**

FIRM: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_



**REFERENCE NO. 2 - Financial Institution**

FIRM: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE NO. 3 - Other**

FIRM: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE NO. 4 - Other**

FIRM: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**IV. EXPERIENCE AND OPERATIONS INFORMATION**

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

1. Rental Car Concessions: \_\_\_\_\_ years
2. Joint Venture: \_\_\_\_\_ years \_\_\_\_\_ years
3. Partnership: \_\_\_\_\_ years \_\_\_\_\_ years

B. If not a current incumbent Operator, provide a list of all airports where Bidder has managed and operated a rental car concession during the past five (5) years: WAIVED

**Airport Name**

**Years Operated**

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

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

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

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

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

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

5. Do you have a nationwide reservation system? \_\_\_\_\_

State the number of locations in airports of such a system: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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10. Do you participate in a national advertising program?

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

\$ \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Nature of Association: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Nature of Association: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Nature of Association: \_\_\_\_\_

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

- D. If not a current incumbent Operator, list at least two (2) and no more than five (5) airport locations most similar in size and operation to the Airport where Bidder has managed and operated a rental car concession within the last five (5) years, giving the dates of operation for each location and the gross revenues for each operation for the last three years. Include a brief description of the operation and the facilities. Include names, addresses, and telephone numbers for contact persons for such airports. Bidder hereby authorizes the County to contact the persons listed. In the event that Bidder does not have at least two (2) airport locations of similar size and operation to the Airport, County reserves the right to reject the Bid as non-qualified.

WAIVED

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- E. If not a current incumbent Operator, name and experience of key regional and local personnel of Bidder:  
(Attach experience summaries and identify proposed site manager and his or her experience)

TITLE	NAME	EXPERIENCE
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WAIVED

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

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

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

- H. In the space provided below in Exhibit E, or by separate attachment to this page, provide a pro forma projection of your Gross Receipts for the first Agreement Year under the proposed Agreement. **If the form supplied is not used, all information requested to be included in Exhibit E MUST be included in the pro forma. Failure to include all the required information may result in the bid being considered non-responsive. ATTACHED**

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

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

ITB NO. AP 29-21

ATTACHMENT B - BID FORM

FROM: (Bidder) Avis Budget Car Rental, LLC

(Address) 6 Sylvan Way, Parsippany, NJ 07054

(Date) 03/29/2021

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

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

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

Avis Rent A Car System, LLC / Budget Rent A Car System, Inc.

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

Bidder, Avis Budget Car Rental, LLC, on an Agreement Year basis, for the right and privilege of operating a non-exclusive rental car concession at the Destin-Ft Walton Beach Airport, either the following Minimum Annual Guarantees, subject to adjustment as provided for in the Agreement, or an eleven percent (11%) Percentage Fee of the Gross Receipts as specified in the Agreement in Part V, whichever is greater. In addition, Bidder agrees to make payment of the Minimum Annual Guarantee, and Percentage Fee in the form and at the time and place as required by Article 7 of the Agreement.

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

1. One million three hundred sixty eight thousand nine hundred seventy-one and xx/100 Dollars (\$ 1,368,971 )  
 (Amount expressed in words) (Amount in figures)

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

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

Number of Addenda	Date of Receipt
# <u>1</u>	<u>March 23</u> , 2021
# _____	_____, 2021
	_____, 2021
	_____, 2021

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

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

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

BIDDER (If corporation):

NAME:

NAME:

Avis Budget Car Rental, LLC

\_\_\_\_\_

BY: Anne Morrison

BY: \_\_\_\_\_

TITLE: Vice President Properties & Facilities

ATTESTS: \_\_\_\_\_

WITNESS TO ABOVE SIGNATURES:

*[Signature]*

GUARANTOR: N/A

\_\_\_\_\_

NAME: \_\_\_\_\_

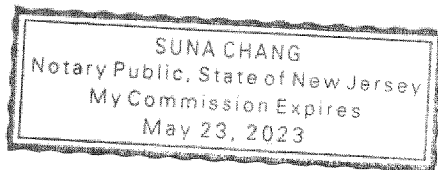
BY: \_\_\_\_\_

CORPORATE



ATTESTS: \_\_\_\_\_

*[Signature]*





OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
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ITB NO. AP 29-21

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

STATE OF New Jersey

COUNTY Morris

Personally appeared before me Anne Morrison, being duly sworn, says that he is a member of the firm of Avis Budget Car Rental, LLC

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

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

Anne Morrison - Vice President Properties & Facilities  
Typed Name and Title

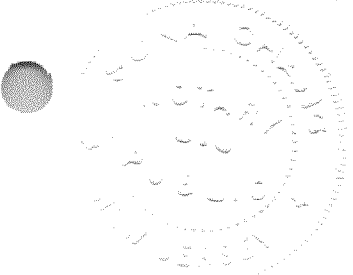
[Signature]  
Legal Signature

SWORN before me this 29<sup>th</sup> day of March, 2021.

Notary Public for State of New Jersey

[Signature]  
Notary Public Signature

SUNA CHANG  
Notary Public, State of New Jersey  
My Commission Expires  
May 23, 2023





**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
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ITB NO. AP 29-21**

**ATTACHMENT E - CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

YES \_\_\_\_\_ NO  X

**NAME(S)**

**POSITION(S)**

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DATE:  03/29/2021

FIRM NAME:  Avis Budget Car Rental, LLC

BY (PRINTED):  Anne Morrison

BY (SIGNATURE):  

TITLE:  Vice President Properties & Facilities

ADDRESS:  6 Sylvan Way, Parsippany, NJ 07054

PHONE NO.  973-496-5910

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
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**ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

03/29/2021  
DATE

Avis Budget Car Rental, LLC  
COMPANY

6 Sylvan Way, Parsippany

NJ 07054  
ADDRESS

  
SIGNATURE

Anne Morrison  
NAME (Typed or Printed)

Vice President Properties & Facilities  
TITLE

973-496-5910  
PHONE NUMBER

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
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AT DESTIN-FT WALTON BEACH AIRPORT

ITB NO. AP 29-21

ATTACHMENT G - INDEMNIFICATION AND HOLD HARMLESS FORM

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

BIDDER'S COMPANY NAME

Avis Budget Car Rental, LLC

PHYSICAL ADDRESS

6 Sylvan Way, Parsippany, NJ 07054

MAILING ADDRESS

973-496-5910

PHONE NUMBER

201-919-1726

CELLULAR NUMBER

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

Anne Morrison

AUTHORIZED SIGNATURE (TYPED)

Vice President Properties & Facilities

TITLE

973-496-3441

FAX NUMBER

\_\_\_\_\_  
AFTER-HOURS NUMBER(S)

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

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

**ITB NO. AP 29-21**

**ATTACHMENT H - BADGING FORM**

**Following award, all successful Bidders must have all employees or contractors assigned to the Airport badged. The application for badges must be submitted prior to the employee or contractor commencing work at the Airport using the attached form.**

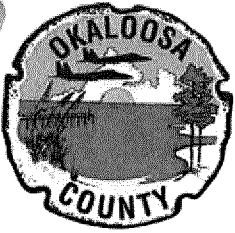
**Acknowledged:**

Avis Budget Car Rental, LLC

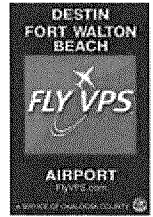


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**By: Anne D. Morrison**  
**Its: Vice President, Properties & Facilities**



# Destin-Fort Walton Beach Airport RAC Badge Application Form



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

## Section 1- Employee Information:

Employee Name (must match Govt ID):

Company Name:

Job Title:

## Section 2 - Additional Information:

Birth

Date

(MM/DD/YYYY):

Driver's License Number:

Expiration Date:

Last 4 - SSN (####):

Address (physical-no P.O.

Box):

Telephone Number:

Email Address (multiple can be listed):

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



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

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

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

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

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

Destin-Fort Walton Beach Airport  
RAC Badge Application Form

**Company agrees to pay application fee for each processed application.**

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

Company:

Manager Name:

Manager Signature:

Date:

Employee Name:

Employee Signature:

Date:

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

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

**ITB NO. AP 29-21**

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

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

The following modifications are requested by bidder:

N/A

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21**

**ATTACHMENT I - FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

---

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

DATE: April 7, 2021.

SIGNATURE:  \_\_\_\_\_

COMPANY: Avis Budget Car Rental, LLC

NAME: Anne Morrison

ADDRESS: 6 Sylvan Way, Parsippany,  
NJ 07054

TITLE: Vice President Properties & Facilities

E-MAIL: anne.morrison@avisbudget.com

PHONE NO.: 973-496-5910

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21

ATTACHMENT J – CONE OF SILENCE CLAUSE

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


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

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

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

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

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

I  \_\_\_\_\_ representing Avis Budget Car Rental, LLC  
Signature Company Name

On this 29th day of March 2021 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21

ATTACHMENT K – PROHIBITION TO LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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


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

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

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

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

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

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Anne Morrison, VP Properties & Facilities Name and Title of Contractor's Authorized Official

03/29/2021 Date

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21**

**ATTACHMENT L – COMPANY DATA**

Respondent's Company Name: Avis Budget Car Rental, LLC

Physical Address & Phone #: 6 Sylvan Way, Parsippany, NJ 07054

Contact Person (Typed-Printed): Anne Morrison

Phone #: 973-496-5910

Cell #: 201-919-1726

Federal ID or SS #: 22-3475741

DUNNS #: 06-250-6134

Fax #: 973-496-3441

Emergency #'s After Hours,  
Weekends & Holidays: 310-420-7137

Email Address: anne.morrison@avisbudget.com

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21**

**ATTACHMENT M – SYSTEM OF AWARDS MANAGEMENT**

**SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.



(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: Avis Budget Car Rental, LLC

Entity Address: 6 Sylvan Way, Parsippany, NJ 07054

Duns Number: 06-250-6134

CAGE Code: 1J9S1

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

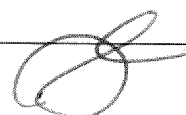
**MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21**

**ATTACHMENT N – ADDENDUM ACKNOWLEDGEMENT**

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

**ADDENDUM NO. 1**

**DATE 03/23/2021**



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

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21

ATTACHMENT O – ANTI-COLLUSION STATEMENT

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

**Avis Budget Car Rental, LLC**  
Bidder's Company Name

**6 Sylvan Way,**  
Address

**Parsippany, NJ 07054**  
Address

**973-496-5910**  
Phone #

**22-3475741**  
Federal ID # or SS #

  
Authorized Signature – Manual

**Anne Morrison**  
Authorized Signature – Typed

**Vice President Properties & Facilities**  
Title

**973-496-3441**  
Fax #

OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID

MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21

ATTACHMENT P – GOVERNMENTAL DEBARMENT & SUSPENSION  
SWORN STATEMENT UNDER  
SECTION 287.133 (3) (a), FLORIDA  
STATUTES, ON PUBLIC ENTITY  
CRIMES

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

1. This sworn statement is submitted for ITB No. AP 29-21 Rental Car Concessions

2. This sworn statement is submitted by Avis Budget Car Rental, LLC

Whose business address is: 6 Sylvan Way, Parsippany, NJ 07054

and (if applicable) its Federal Employer Identification Number (FEIN) is. 22-3475741

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

3. My name is Anne Morrison and my relationship to the entity named above is Vice President Properties & Facilities

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

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

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling

interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

Date: 03/29/2021

Signature: 

STATE OF: New Jersey

COUNTY OF: Morris

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
who after first being sworn by me, affixed his/her signature in the space provided above on this  
29th day of March, in the year 2021.

My commission expires:

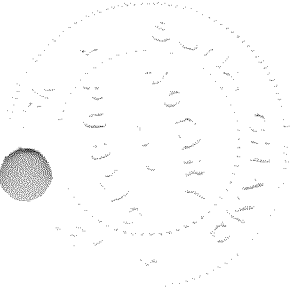
  
Notary Public

SUNA CHANG

Print, Type, or Stamp of Notary Public

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

Driver's License



## Government Debarment & Suspension

### Instructions

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

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

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

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

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

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

Anne Morrison, Vice President Properties & Facilities  
Printed Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

03/29/2021

Date



**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21**

**ATTACHMENT Q – VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

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

DATE: 3/29/2021

SIGNATURE:  \_\_\_\_\_

COMPANY: Avis Budget Car Rental, LLC

NAME: Anne Morrison  
(Typed or Printed)

ADDRESS: 6 Sylvan Way,  
Parsippany, NJ 07054

TITLE: Vice President Properties & Facilities

E-MAIL: anne.morrison@avisbudget.com

PHONE NO.: 973-496-5910

**OKALOOSA COUNTY, FLORIDA  
INVITATION TO BID**

**MANAGEMENT AND OPERATION  
OF A NON-EXCLUSIVE RENTAL CAR CONCESSION  
AT DESTIN-FT WALTON BEACH AIRPORT  
ITB NO. AP 29-21**

**ATTACHMENT R – CERTIFICATE OF GOOD STANDING**

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

## Standard Contract Clauses

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

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

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

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

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

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

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

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

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

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

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

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

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

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

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

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

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

#### **E-VERIFY**

Enrollment and verification requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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



**Bid of Avis Budget Car Rental, LLC in Response to**  
**ITB: Management & Operation of Non-Exclusive Rental Car Concession Destin- Ft Walton Beach**  
**Airport (VPS) - ITB# AP 29-21**

**ATTACHMENTS**

- A. Pro Forma
- B. Bid Security - \$10,000 Bond (original attached)
- C. Experience Statement
- D. Certificate of Good Standing
- E. Corporate Authority

**A. PRO FORMA**

INVITATION TO BID (ITB) AP 29-21

CONCESSION AGREEMENT AND LEASE

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



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

OKALOOSA COUNTY, FLORIDA			
MONTH: <b>FIRST FULL FISCAL YEAR</b>		YEAR: <b>OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022</b>	
CONTRACTOR: AVIS BUDGET GROUP			
CONTRACT NUMBER:		AIRPORT: Destin-Fort Walton Beach Airport	
AGREEMENT TYPE: Concession Agreement and Lease		REVENUE CODE:	
TENANT TYPE: Rental Car		LOCATION CODE: VPS	
GROSS RECEIPTS			
<b>Time &amp; Mileage Charges</b>	10,730,026	<b>Other Vehicle-Related or Service Charges</b>	
<b>Insurances</b>		Other Equipment	\$ 0
PAC	25,040	Cell Phones	\$ 0
PEC	\$6,901	Ski Racks	\$ 54,357
SLI	160,804	Child Seats	2,677
Other	\$ 1,005	Navigation Equipment	\$ 454,097
<b>Total</b>	<b>193,750</b>	<b>Total</b>	<b>\$ 511,131</b>
<b>Waivers</b>		<b>Other</b>	\$ 0
LDW	515,394		\$ 0
CDW	\$		\$ 0
Other	\$ 0	<b>Total</b>	<b>-</b>
<b>Total</b>	<b>\$515,394</b>	*Identify all over .0125% of Gross Receipts	
<b>Fuel Charges</b>		<b>TOTAL GROSS RECEIPTS</b>	<b>\$12,445,193</b>
Prepaid Fuel	236,575		-
Fuel Service	174,210	<b>CALCULATION OF CONCESSION FEE FOR MONTH</b>	
Gasoline Recovery	\$ 0	<b>GROSS RECEIPTS</b>	\$ -1,368,971
<b>Total</b>	<b>\$410,785 -</b>	<b>PERCENTAGE FEE DUE (11%)</b>	\$1,368,971
<b>Other Vehicle Charges</b>		<b>Less Monthly Payment of <u>MINIMUM ANNUAL GUARANTEE</u></b>	1,368,971
Inter-City Fees	39,989	<b>Net Amount Due to the County</b>	\$ -
Vehicle Exchange	\$		
Other Drivers	44,119		
<b>Total</b>	<b>\$84,108</b>		
<b>Fee Recoveries</b>		<b>RENTAL TRANSACTIONS for year =50,251</b>	
Concession Recovery Fee	1,538,226	<b>RENTAL TRANSACTION DAYS for year =271,659</b>	
Other	\$ 199,225		
<b>Total</b>	<b>\$ 1,737,451</b>		

**B. BID SECURITY**



ORIGINAL

March 24, 2021

Maricela Escobales  
AVIS BUDGET CAR RENTAL, LLC  
6 Sylvan Way  
Parsippany, NJ 07054

Re: BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY  
Project: The Management and Operation of a Non-Exclusive Rental Car Concession at the Destin-FT. Walton Beach Airport (VPS) ITB AP 29-21.  
Contract Price: \$10,000.00  
Bid Date: 4/7/2021  
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Maricela Escobales:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,  
Roger Paraison

Record #2806679

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place \_\_\_\_\_ And your price \$ \_\_\_\_\_

If awarded contract, is final bond required? Yes  No



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**ORIGINAL**  
Certificate No. 202958-285057

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Judy A. Andersen; Samantha Chierici; Jessica B. Dempsey; Debra J. Doyle; Kristin L. Hannigan; Jennifer L. Jakaitis; Judith A. Lucky-Eftimov; James B. McTaggart; Sandra M. Nowak; Diane M. O'Leary; Christina L. Sandoval; Susan A. Welsh; Sandra M. Winsted

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of January, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 17th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

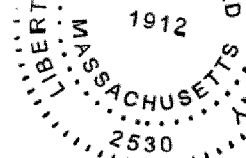
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of March 2021



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## **C. EXPERIENCE STATEMENT**

### **Experience Statement**

Avis Budget Car Rental, LLC ("ABCR") is the indirect owner of Avis Rent A Car System, LLC ("Avis") and Budget Rent A Car System, Inc. ("Budget"). Avis Budget Group, Inc. (NASDAQ:CAR) acquired sole interest in Avis on March 1, 2001 and Budget on November 22, 2002. Avis and Budget are two of the most recognized car rental companies in the world.

Avis commenced its automobile rental operation at the Detroit Willow Run Airport in Ypsilanti, Michigan in 1947. Presently, it provides automobile rental service either through its corporate entity or a duly authorized representative at every major, medium and small hub airport handling scheduled airline commercial traffic in the United States.

The following are a few examples of amenities Avis offers airport patrons: A new Avis mobile application, which allows customers to open and close rentals, exchange vehicles and extend rentals on devices; Avis Preferred, a frequent renter rewards program; the Avis Select Series, a selection of luxury vehicles; "Rent It here – Leave It There" accommodations; an enhanced customer friendly Avis.com website; major credit card acceptance; access to the use of Avis' highly advanced worldwide reservations system as well as our customer loyalty programs; access to a modern fleet with models not older than two (2) years ranging from subcompacts to luxury vehicles; XM Satellite Radio in all premium and luxury vehicles; Avis Assist Portable Navigation in all rentals in select cities; the rental car industry's first comprehensive accessibility program for travelers with disabilities; and courteous, experienced and dedicated staff to manage and operate the concession and to service the airport patrons.

Avis also offers premium services including rental of portable navigation units, tablets, satellite radio service, roadside assistance, fuel service options, e-receipts, smoke free vehicles, electronic toll collection services, access for drivers and passengers with disabilities, connected car technology, other applications that serve our customers through various mobile and technology platforms.

Budget was founded in 1958 as a car rental company for the "budget-minded" renter. The year 2018 marked the 60<sup>th</sup> anniversary. Today, Budget is a leading car and truck rental company that continues to focus on value conscious renters by offering quality vehicles and a rewarding rental experience. Budget operates or licenses the Budget vehicle rental system at most of the largest airports and cities in the world.

The following are a few examples of the amenities Budget will offer airport patrons: a mobile application that allows customers to reserve, modify and cancel reservations on their smartphone; enhanced customer friendly Budget.com website; major credit card acceptance; world-wide reservations system; courteous, experienced and dedicated staff to manage and operate the concession and to service airport patrons; Fastbreak service, which expedites rental service for frequent travelers; other premium services including satellite radio service, roadside assistance, fuel service options, e-receipts, smoke free vehicles, electronic toll collection services, access for drivers and passengers with disabilities, and other applications.



**D. CERTIFICATE OF GOOD STANDING**

# *State of Florida*

## *Department of State*

I certify from the records of this office that AVIS BUDGET CAR RENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 24, 2006.

The document number of this limited liability company is M06000000393.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on June 11, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of February, 2021*



*Randy Rife*  
Secretary of State

Tracking Number: 2422644253CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## **E. CORPORATE AUTHORITY**

**AVIS BUDGET CAR RENTAL, LLC  
ASSISTANT SECRETARY'S CERTIFICATE**

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I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC (the "Company").

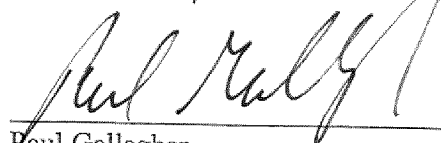
**I HEREBY CERTIFY** that the following resolution was adopted by the Company on January 21, 2020 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof:

**"RESOLVED**, that the persons listed below are each duly authorized to execute on behalf of the Company any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey  
Robert Gorman  
Paul Gallagher  
Anne D. Morrison  
Robert E. Muhs"

**IN WITNESS WHEREOF**, I have hereunto subscribed my name as Assistant Secretary of the Company pursuant to due and lawful corporate authority this 29 day of March, 2020.



  
\_\_\_\_\_  
Paul Gallagher  
Assistant Secretary

**UNANIMOUS WRITTEN CONSENT IN LIEU  
OF MEETING OF THE BOARD OF MANAGERS  
AVIS BUDGET CAR RENTAL, LLC**

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**THE UNDERSIGNED**, constituting all of the members of the Board of Managers of Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Managers of the Company.

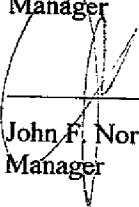
**RESOLVED** that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey  
Robert Gorman  
Paul Gallagher  
Anne D. Morrison  
Robert E. Muhs.

**FURTHER RESOLVED**, that this resolution may be signed in any number of counterparts, all of which when taken together will constitute but one and the same document.

**DATED:** January 21, 2020

  
\_\_\_\_\_  
Joseph A. Ferraro  
Manager

  
\_\_\_\_\_  
John F. North, III  
Manager

## Current Appointments

Avis Budget Car Rental, LLC

Date 03/26/2021

## ▼ Management Board

Name	Position	Appointed	Appt. Grp.	Status	Reminder	Att.
☎ ☰ Choi, Brian	Manager	08/24/2020				
☎ ☰ Ferraro, Joseph Anthony	Manager	01/01/2020				

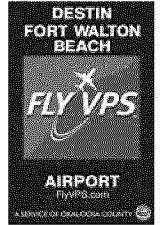
## ▼ Officers

Name	Position	Appointed	Appt. Grp.	Status	Reminder	Att.
☎ ☰ Gallagher, Paul	Assistant Secretary	03/27/2020				
☎ ☰ Panicoe, Suzanne	Assistant Secretary	12/01/2017				
☎ ☰ Ferraro, Joseph Anthony	Chief Executive Officer	01/01/2020				
☎ ☰ Choi, Brian	Chief Financial Officer	08/24/2020				
☎ ☰ Calabria, David T.	Senior Vice President	09/09/2015		First Elected		
☎ ☰ Sera, Jean Marie	Senior Vice President	03/27/2020				
☎ ☰ Calabria, David T.	Treasurer	08/07/2019		First Elected		
☎ ☰ Cinnamon, James	Vice President	05/05/2003		Last Elected		

☎ ≡	Morrison, Anne	Vice President	03/29/2019	
☎ ≡	Nierenberg, Gregg	Vice President	01/01/2018	
☎ ≡	Sera, Jean Marie	General Counsel and Secretary	03/27/2020	
☎ ≡	Muhs, Robert E.	Vice President and Assistant Secretary	04/28/2006	Last Elected
☎ ≡	DeGenova, Cathleen	Chief Accounting Officer	08/07/2019	First Elected
☎ ≡	Insall, Gerard	Executive Vice President and Chief Information Officer	01/28/2015	First Elected
☎ ≡	Ferraro, Joseph Anthony	President, Americas	01/01/2015	First Elected
☎ ≡	Linnen, Edward P.	Executive Vice President and Chief Human Resources Officer	01/28/2015	First Elected
☎ ≡	Blaskey, David D.	Senior Vice President, Development and Integration	07/03/2013	First Elected
☎ ≡	Palumbo, Jeannine	Director, Tax	08/07/2019	First Elected
☎ ≡	Coss, Tom	Car Sales Manager	09/04/2019	
☎ ≡	Martins, Izilda P.		06/12/2020	



# Destin-Fort Walton Beach Airport RAC Badge Application Form



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

### Section 1- Employee Information:

Employee Name (must match Govt ID):

Company Name:

Job Title:

### Section 2 - Additional Information:

Birth

Date

(MM/DD/YYYY):

Driver's License Number:

Expiration Date:

Last 4 - SSN (####):

Address (physical-no P.O.

Box):

Telephone Number:

Email Address (multiple can be listed):



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

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

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

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

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

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

Destin-Fort Walton Beach Airport  
RAC Badge Application Form

**Company agrees to pay application fee for each processed application.**

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

Company:

Manager Name:

Manager Signature:

Date:

Employee Name:

Employee Signature:

Date:

Bond No. SUR0068343

**Concessionaires Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, AWIS BUDGET CAR RENTAL, LLC, as Principal, and ARGONAUT INSURANCE COMPANY, licensed to do business in the State of FL, as Surety, are held and firmly bound unto OKALOOSA COUNTY, FLORIDA, as Oblige, in the penal sum of One Million Three Hundred Sixty Four Thousand Nine Hundred Seventy One and 00/100 (\$1,368,971.00) lawful moneys of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Concession Agreement with the above name Oblige, effective the 1st day of June, 2021 and terminating the 30th day of September, 2026, for a Concession agreement at Destin Ft. Walton Beach Airport, Eglin Air Force Base, Okaloosa County, Florida, and more fully described in said Concession Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Concession Agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Oblige subject to the following express conditions:

Notwithstanding the provisions of the Concession Agreement, the term of this bond shall apply from the 21st day of May, 2021 until the 21st day of May, 2022 and may be extended by the Surety by Continuation Certificate. This bond may be canceled by the Surety at any time provided notice is sent to the Oblige by Certified Mail at least sixty (60) days prior to the effective date of such cancellation. However, neither cancellation or nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of cancellation or nonrenewal by the Surety, shall itself constitute a loss to the Oblige recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our hands and dated this 21st day of May, 2021.

Witnessed by:  
Maricela Escobales  
MARICELA ESCOBALES  
(Witness) Maricela Escobales

AWIS BUDGET CAR RENTAL, LLC  
Suzanne Panicoe  
Suzanne Panicoe Assistant Secretary

ARGONAUT INSURANCE COMPANY  
Julian A. Lucky-Eltarov (Attorney-in-Fact)

Agreed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_

(Witness) \_\_\_\_\_ (Oblige)

DocuSign Envelope ID: F0F2B017-4B05-4D38-A693-1D96F41641A4

Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint

Sandra M. Winsted, Susan A. Walsh, Michelle D. Krebs, Judith A. Lacey-Himes, Sandra M. Nowak, Derek J. Eldred, Christina I. Sandover, Anna A. Formalis, Anne Wallon, Christopher P. Treha, Bartholomew Stapanian, Jessica B. Dempsie, Samantha Chertea, Kristin L. Hammond, Andrew Marks, Nicholas Pantacs, Rachel Fure

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

\$25,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of his/her signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto"

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017

Argonaut Insurance Company



by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written



Kathleen M. Meeks  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 21st day of May, 2021



James Blazard, Vice President-Surety