



Request for Proposals for Rental Car Concessions at the Tweed-New Haven Airport

December 1, 2022

I. Background and Summary Information

The New HVN LLC (“TNH”) operates the terminal and other facilities at the Tweed-New Haven Airport in New Haven, Connecticut (the “Airport”). TNH is seeking proposals from qualified businesses for on-airport rental car concessions (each such party a “Bidder”). The Airport intends to award one (1) rental car license agreement (hereafter “License Agreement”) under this RFP (such awardee hereinafter “Licensee”).

The Airport serves an aviation catchment area of approximately 1.28 million potential passengers and is located in the sixty-ninth most populous MSA in the United States with a population of 864,835 as of 2020. The Airport is the east coast base for Avelo Airlines, which provides non-stop service from the Airport to fourteen (14) destinations across the eastern half of the United States. Annual enplaned passengers are estimated to exceed five hundred thousand (500,000) for the period between July 2022 and June 2023. See Annex E for rental car revenue data.

The Airport has experienced significant enplanement growth in the last twelve months and is exploring the opportunity to expand operations with a new terminal building in the future. Our goal is to enhance the passenger experience with consolidated rental car operations which maximizes the parking, drop off/pick up convenience, concession space, and revenue potential.

II. Term

The License Agreement will be awarded on or about January 20, 2023, with performance to commence on March 1, 2023 (the “Commencement Date”) and continue there from for a term up to three (3) years (the “Initial Term”) or until the opening of the New Terminal Facilities (expected end of 2025), whichever occurs first. TNH may, at its discretion, extend the Initial Term for up to two (2) additional terms of up to one (1) year each (each a “Renewal Term”). A “License Year” shall commence on the Commencement Date and extend for each twelve (12) month period during the Initial Term and any Renewal Terms. Failure to commence operations on the Commencement Date with sufficient staff and availability of rental vehicles to meet the service standards specified herein shall be considered material default under the License Agreement.

III. Premises and Privileges

If awarded, Licensee will have a non-exclusive privilege and responsibility, on the terms and conditions set forth within this RFP and the License Agreement, to rent vehicles to the public and conduct uses incidental thereto within approximately 350 square feet of queue, counter, and office space in the arrivals building and the parking space assigned by TNH (the “Premises”). Annex D outlines the counter and office space along with parking space Bidders shall propose its best use for to provide the best passenger experience and financial offer, understanding that TNH does not intend to assign all the parking spaces to rental car concessions. The counter and office space are equipped with electricity, overhead lighting, heating, and air conditioning, except in the event of a power outage. TNH may modify, expand, reduce, or relocate the Premises at any time and for any reason upon thirty (30) days’ notice to Licensee.

IV. Fees and Payment

As compensation for all facilities, rights, licenses, and privileges granted to it under the License Agreement, Licensee shall pay to TNH a “License Fee” consisting of three parts: a Concession Fee, Parking Space License Fee, and Terminal Space License Fee (each defined below) for each full or partial License Year during the term of the License Agreement.

- (a) **Concession Fee:** For each full or partial License Year, the “Concession Fee” shall equal the annual sum of the Monthly Concession Payment for every month of the License Year, or the Minimum Annual Guarantee (MAG) for the License Year, whichever is greater.
 - a. **Minimum Annual Guarantee:** For the first License Year the “MAG” shall equal the amount proposed by Licensee in response to this RFP. Notwithstanding the foregoing, the MAG for each License Year may not be less than \$250,000. For each License Year thereafter, the MAG shall increase, but not decrease, by any increase in the Consumer Price Index (CPI) during the immediately preceding License Year. Note that the License Agreement will provide for mitigation of the MAG based on a material reduction in enplanements at the Airport.
 - b. **Monthly Concession Payment:** The “Monthly Concession Payment” shall be paid by Licensee monthly for each month during the License Year and equal the greater of twelve and a half percent (12.5%) of Licensee’s Gross Revenue during the applicable month or one-twelfth (1/12) of the MAG for the current License Year.
- (b) **Parking Space License Fee:** For each full or partial License Year, the “Parking Space License Fee” shall equal the price per space proposed by Licensee in response to this RFP, multiplied by the number of parking spaces within the Premises. Notwithstanding the foregoing, the Parking Space License Fee may not be less than \$900 per space for each License Year. The price per space used to calculate the Parking Space License Fee shall increase, but not decrease, by any increase in the CPI during the immediately preceding License Year.
- (c) **Terminal Space License Fee:** For each full or partial License Year, the “Terminal Space License Fee” shall equal the sum of thirty-one dollars (\$31.00) per square foot for licensing of the counter and office space areas plus a flat fee of \$525 per month to offset electricity and trash removal costs. The Terminal Space License Fee shall be paid monthly by the dates specified in the License Agreement and the price per square foot and flat fee that comprises the Terminal Space License Fee will increase, but not decrease, by any increase in the CPI during the immediately preceding License Year.

The License Fee is compensation to TNH for Licensee’s privilege to use the Airport facilities and is not a fee imposed by TNH upon Licensee’s customers. Licensee will be prohibited from charging customers a surcharge of more than twelve and a half percent (12.5%) as recovery of the License Fee (a “Recovery Fee”). The Recovery Fee must be titled “Concession Recovery Fee,” “Concession Recoupment Fee” or such other name first approved by TNH in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Licensee’s charges (*i.e.*, “above the line”); and (c) Licensee shall neither identify, treat, or refer to the Recovery Fee as a tax.

License Fees shall be paid by the dates specified in the License Agreement without notice, demand, counterclaim, or set off. In the event any License Fee payment is overdue by more than thirty (30) days, interest will accrue thereon at the rate of one and a half percent (1½%) per month, but not more than the maximum permitted by law, until paid. Licensee will be liable for TNH’s costs of collection.

V. Reporting of Revenue and Data

On or before the tenth day following the end of each calendar month during the term of the License Agreement, Licensee shall furnish TNH a report of its Gross Revenue (as defined below) for the preceding calendar month, in the form and with the contents set forth in Annex H.

“Gross Revenue” shall mean all consideration of any kind, whether cash, credit or in kind, received derived and/or billed by Licensee for or in connection with the use of a vehicle contracted for, delivered, or rented to customers at the Airport, or to customers that arrive at the airport within the previous twenty-four (24) hours and rent a vehicle at one of licensee’s locations within a three (3) mile radius of the Airport’s boundaries, regardless of where or by whom the payment is made, where the vehicle is returned, or how the customer arrived at the Airport.

The term “Gross Revenue” shall include, but not be limited to:

1. Time and mileage charges
2. Sums received from the customer for the waiver by the Licensee of its rights to recover from the customer for damage to the vehicle rented, acceptance of personal accident or personal effects insurance, or payment for any other insurance now or hereafter offered on the Licensee’s rental vehicle agreement
3. Consideration for related or incidental services or merchandise including but not limited to child seats, ski racks, navigation systems, or radio systems
4. All amounts charged to customers at the commencement or conclusion of the rental car transaction for the cost of furnishing and/or replacing fuel, alternative fuels, or electricity
5. All monies, fees, or consideration received from airlines, travel agents, or other consolidators/organizers as part of any package and/or promotion that features Licensee’s services, fees, or rates as part of a package
6. Intercity fees to drop off a vehicle at a different location
7. Recovery Fees
8. Charges to add additional drivers or for drivers under a certain age
9. EZ Pass transponder rental
10. Any other amounts charged to customers, whether “above the line” or “below the line”

The term “Gross Revenue” shall not include:

1. Federal, state, or municipal sales or similar taxes that are separately stated on the rental car agreement and paid in full by Licensee to the taxing authority
2. Fees for registering Licensee’s rental vehicles, commonly referred to as a “Vehicle License Fee”
3. Sums received by the Licensee for damage to vehicles or to the Licensee’s property or Airport premises, or for loss, conversion, or abandonment of vehicles, or actual out-of-pocket amounts paid by Licensee for repairing damage to vehicles or other property, or reimbursements or pass-through funds for parking, tickets, tolls, towing and impound fees, or traffic tickets paid by customers for which no net gain is realized by Licensee
4. Amounts for credits or refunds to customers for rentals made at the Airport
5. Sums received by reason of Licensee’s sale or disposal of vehicles or personal property (capital assets)

6. Discounts granted to customers pursuant to a bona fide marketing plan or promotion
7. Airport Management Customer Charge proceeds

Gross Revenue shall generally be determined by the total charges on the face of each customer's receipt, less any charges specifically excluded in this definition of Gross Revenue. Anything not explicitly excluded from the definition of Gross Revenue shall be included in the definition of Gross Revenue. No deductions from Gross Revenue shall be allowed for items such as the payment of franchise taxes on Licensee's activities, facilities, equipment or for real or personal property taxes on the property of the Licensee, or for commissions or similar fees paid by the Licensee to travel agents or others.

Licensee shall have the right to conduct all or part of its business on a credit basis; provided, however, that the risk of such operation shall be borne solely by the Licensee. The Licensee shall include in Gross Revenue any credit card charges made for goods and services even if Licensee fails to actually collect such a charge.

Within sixty (60) days following the end of each License Year or partial License year, Licensee shall submit a report (the "Annual Report") prepared by an independent certified public accountant following generally accepted accounting practices showing in detail satisfactory to TNH: (a) a complete, itemized statement of Licensee's total Gross Revenue broken out by each month of the License Year, and (b) the total Concession Fee paid for the License Year, and (c) transaction days for each month of the License Year, and (d) Airport Management Customer Charges collected and remitted for each month of the License Year. The Annual Report shall include sales figures for any co-branded companies, assignees, franchisees, licensees, or sub-tenants. The Annual Report must be accompanied by a written statement from the independent certified accountant that prepared the report and an officer of Licensee certifying that the amounts shown are true and correct and that the Concession Fee and Airport Management Customer Charges were properly calculated and paid in accordance with the terms and conditions of the License Agreement.

If payments made during the preceding License Year exceed the License Fee due for that year, the excess shall be credited against Licensee's License Fee for the following License Year. Any excess payments received during the final License Year will be returned to Licensee within sixty (60) days of submission of the final Annual Report to TNH. If the Annual Report indicates that Licensee owes additional Concession Payments for any License Year or did not collect and remit the correct Airport Management Customer Charge amount, payment of the balance shall be made to TNH within ten (10) days of TNH's determination of the adjustment amount due. If the difference exceeds five percent (5%), ten percent (10%) will be added to the amount due.

Licensee shall keep records pertaining to each License Year for a minimum of three (3) years following the end of each License Year. TNH shall have the right to audit Licensee's records upon which payments are due at any time.

VI. Airport Management Customer Charge (AMCC)

Licensee shall collect on behalf of TNH a AMCC of six dollars (\$6.00) per transaction day from each rental car customer and remit such amounts to TNH on or before the fifteenth (15th) day of the calendar month following Licensee's collection. TNH may amend the amount of the AMCC at any time upon thirty (30) days' notice to Licensee. Licensee shall provide an accounting of total transactions, total transaction days, and AMCCs refunded to customers, and the total amounts remitted for the month. The AMCC shall be stated as a "Airport Management Customer Charge" on each rental car agreement and list the daily rate. The AMCC shall apply to all rental car transactions at the Airport, including, but not limited to, those entered with customers of fixed base operator(s). The AMCC shall be subject to state sales tax at the prevailing rate as required by law. Licensee shall not be entitled to any right of offset and shall not otherwise reduce any AMCC remittance.

VII. Responsibilities and Standards

1. Nature and Location of Business

Licensee must restrict its business at the Airport to operating a rental car concession and may not offer any other services or products without TNH's written approval, which may be conditioned or withheld in TNH's sole discretion. Licensee may not sell or conduct sales activities for vehicles at the Airport

Licensee must restrict its operation at the Airport to the Premises and may not park or allow customers to park vehicles in any areas outside of the Premises including roadways, parking lots, cell phone waiting lots, and the departures or arrival curb. Additionally, all Licensee's equipment and supplies including car seats, cleaning materials, vehicle mats, car parts, and cargo carriers shall be stored outside of public view within areas designated by TNH. Storage space outside of the Premises is subject to availability and not included within the License Fee. Licensee may not place any fixtures or personal property outside the Premises or conduct activities inconsistent with or impeding use of the Airport by others.

Licensee shall continuously monitor the location of its fleet at the Airport and remove any rental vehicles parked outside of the Premises. Licensee shall be subject to a one hundred twenty-five dollars (\$125) daily surcharge for any vehicle held or parked outside the Licensee's parking area that is not removed within one (1) hour of verbal notification to Licensee's local manager by TNH. This notification will be logged by TNH as an official record. TNH additionally reserves the right to tow any rental vehicles not parked within Licensee's Premises and charge Licensee a fee for the cost of towing, the current daily rate for the public parking facility the vehicle is towed to, plus a fee for TNH's administrative and operational time.

2. Vehicle Maintenance

Licensee shall not perform or allow others to perform any mechanical work or maintenance on rental vehicles at the Airport. Licensee is wholly responsible for clean-up, reporting, and necessary remediation in the event of any waste, spill, or contamination from any of its vehicles at the Airport.

3. Licensee-Provided Equipment

The Premises are provided to Licensee where-is, as-is, and in the condition as of the effective date of the License Agreement. Licensee must provide the Premises with all equipment, signage, and improvements necessary to ensure an efficient rental car operation. Licensee will have the right, at its own expense, to install, operate, and maintain telephone lines, internet connections, and illuminated company identification signage as coordinated with and subject to TNH's approval. Such signage shall be of a size and design approved by TNH. All such improvements and equipment will be provided at Licensee's sole cost and at no cost to TNH. Upon termination of the License Agreement or if the Premises are moved, Licensee must remove all equipment and return the Premises to the condition existing as of the Commencement Date, except for the inclusion of permanently fixed improvements, the title of which will transfer to TNH.

4. Hours of Operation

Licensee agrees that its counter shall remain continuously open and sufficiently staffed at least one and one half (1½) hours before the first scheduled airline departure until one (1) hour after the last scheduled airline arrival, however, these required hours of operation must be extended to ensure the counter is opened and sufficiently staffed for every reservation and one (1) hour past the actual arrival time of any delayed airline arrival. Licensee must provide sufficient staffing to ensure no customer waits for more than fifteen (15) minutes to receive service from an agent of Licensee during the required hours of operation. Licensee shall provide and answer a local telephone number

for customer inquiries during the hours of operation. Failure to comply with the required hours of operation shall be considered material default under the License Agreement.

5. *Rental Vehicles*

Licensee agrees to have available for rent at the Airport a sufficient number of vehicles to meet all reasonably foreseeable demands of the traveling public. Licensee shall maintain all its rental vehicles at Licensee's sole expense, in good operating order, free of known mechanical defects, and in a clean, neat, and attractive condition inside and outside. Except for antique, luxury, or handicapped-operated vehicles, rental vehicles may not be older than three (3) model years old. Rental vehicles must be licensed, registered, and insured in accordance with federal, state, county, and local laws, ordinances, rules, and regulations. Upon 24-hour notice, Licensee shall provide handicapped-accessible vehicles. Licensee shall also have available a reasonable amount of child safety seats and installation hardware. TNH reserves the right to prohibit Licensee from offering for rent at the Airport any vehicle TNH determines does not meet the standards described herein or within the License Agreement.

6. *Personnel*

Personnel performing services under the License Agreement shall be neat, clean, courteous, and trained to perform their duties in a first-class manner and in compliance with all legal requirements and standards. Licensee shall not permit its agents, servants, or employees to conduct business in a loud, boisterous, offensive, or objectionable manner; or to solicit business outside the Premises in any manner whatsoever. All personnel must wear a uniform established by Licensee that includes a nametag and company branding while performing services under the License Agreement. Licensee shall not permit its agents or employees to use pressure sales tactics or to personally solicit customers at the Airport for services provided by Licensee. TNH shall be the sole judge of whether conduct violates the standards set forth herein.

7. *Advertising*

Licensee may not install any signage outside of the Premises. If Licensee wishes to advertise its rental car concession elsewhere at the Airport, it may only do so after receiving written approval from TNH and payment of fees that TNH may establish therefor. Any proposed advertising and signage shall be specified in Bidder's proposal.

8. *Local Manager*

The operation of Licensee's rental car concession shall be supervised at all times by an active, qualified, competent manager who shall have full authority to make day-to-day business and operational decisions. The manager must be available for contact by TNH Monday through Friday from 9:00 AM to 5:00 PM and Licensee shall provide TNH emergency contact information for all other periods.

9. *Taxes*

Licensee shall be solely responsible for the payment of all sales, use, or other taxes to the applicable governmental jurisdictions, whether in effect at the time of the execution of the License Agreement or thereafter enacted, which are levied upon Licensee's income at the Airport.

10. *Payment Obligations*

Licensee will pay all required costs and expenses in connection with the License granted hereunder and the rights and privileges herein granted, including but not limited to taxes, permit fees, license fees, registration fees, employee parking fees, and assessments lawfully levied or assessed at any time upon Licensee or the space it rents hereunder. Licensee will secure all necessary permits and licenses at no cost to TNH.

11. *Prices for Services*

Licensee shall charge fair, reasonable, and non-discriminatory prices for each unit of sales or service.

12. *Maintenance of Premises*

Licensee will, at its sole cost and expense and in a manner acceptable to TNH, maintain the Premises and all equipment and fixtures situated thereon in a neat, clean, safe, and orderly condition, free from litter, debris, refuse, petroleum products, grease, pests, snow, or ice. Except to repair damage caused by Licensee or Licensee's agents or contractors, TNH will be responsible for the performance and cost of maintenance and repairs to pavement, structures, and mechanical systems. Licensee will be responsible for the performance and cost of all other maintenance, repairs, and replacements to the Premises including but not limited to signage, pavement striping, vacuum unit repair and replacement, trash collection and removal, pest control, pavement sweeping, preventative maintenance, and replacement of Licensee-provided equipment, lighting, and snow removal. TNH reserves the right to perform any of the maintenance described herein, however, Licensee will be required to reimburse TNH for the cost of any repairs, maintenance, or replacements performed by TNH on Licensee's behalf. Any maintenance, repair, or replacement that changes the appearance of the Premises from the condition as of the effective date of the License Agreement shall require TNH's prior written approval.

13. *Utilities*

TNH will supply electricity, heating, and air conditioning to the terminal counter areas. Except for the cost of electricity used by electric vehicle chargers (if applicable), which will be billed to Licensee separately, the cost of electricity and heating is included within the Terminal Space License Fee and Parking Space License Fee. Any additional utility lines and connections required by Licensee from those existing as of the effective date of the License Agreement will be installed and maintained by Licensee at Licensee's sole expense. Licensee is responsible for the cost of phone and internet services. TNH shall not be liable to Licensee for any damages sustained, nor shall it be obligated to abate any charges and fees, as a result of any unintentional failure to provide these utilities, so long as TNH shall promptly and in good faith proceed with the restoration of such services.

14. *Alterations*

Licensee may not make any alterations to the Premises without first receiving written approval from TNH.

15. *Electric Vehicles*

If Licensee intends to rent electric vehicles from the Airport, Licensee must indicate this intention within its proposal. Licensee and TNH will establish a separate agreement to provide this service, which will include provisions related to EV chargers, installation costs, and utility requirements.

16. *Employee Parking*

Licensee's employees and contractors may either park within the Premises or purchase an employee parking pass from TNH to make use of passenger vehicle parking facilities as Licensee may, from time to time, make available for employee parking. Such use will be in common with others, subject to availability, on a first-come-first-served basis, and subject to the rules and charges TNH may establish therefor.

17. *Customer Experience*

Rental car concessionaires are encouraged to achieve a target score minimum of 4.0 on a 1-5 scale on TNH's Customer Experience Survey. The effort to consistently improve customer experience

in the terminal is of high importance to TNH and, therefore, must be of similar importance to all service providers. TNH will share the performance scores with Licensee on a quarterly basis, including open comments and potential complaints related to the rental car concessions. Licensee will make specific plans and efforts to address underperformance in passenger perception and will share these plans and improvement programs with TNH in a period of time no longer than 2 weeks after the reported underperformance.

18. *Liquidated Damages*

Licensee's compliance with all provisions set forth herein and within the License Agreement is essential to ensure all airport patrons receive first-class service by Licensee. Due to the difficulty of estimating actual damages incurred by TNH, and in addition to and without limiting other remedies available to TNH in event of Licensee's non-compliance, TNH reserves the right to assess a five-hundred-dollar (\$500) fee, as liquidated damages and not as a penalty, for each event of non-compliance with any provision set forth herein and within the License Agreement. Licensee agrees to pay all such fees within ten (10) days of notice from TNH. TNH's failure to impose liquidated damages for previous non-compliance with a specific provision does not limit TNH's right to impose liquidated damages for future non-compliance with the same provision.

VIII. Other Terms

1. *Performance Security*

Licensee will be required to deposit with TNH a security deposit in an amount equal to twenty-five percent (25%) of MAG for the applicable License Year, provided that the required security amount will never amount to less than eight thousand dollars (\$8,000). The required security amount will adjust annually with any increase to the MAG. The security deposit may be provided in the form of a letter of credit acceptable to TNH. TNH reserves the right to require a further performance guarantee based upon Licensee's financial condition, experience, and payment history.

2. *Insurance*

Licensee shall maintain general liability insurance for its business with coverage amounts of not less than \$2,000,000 and automobile insurance coverage with liability limits of \$1,000,000 for personal injury and/or property damage in any one accident. Such policies shall name the Tweed-New Haven Airport Authority, Avports LLC, Avports HVN LLC, and The New HVN LLC and such other parties specified by TNH as additional insured parties, and an endorsement so stating shall be provided on or before execution of any License awarded hereunder. Licensee shall also provide worker's compensation insurance and such other insurance as is customary or required by law.

Licensee will provide certificates of insurance to the General Manager before any services shall commence and upon renewal of the policies. Coverages shall remain in full force and effect at all times. Certificates of insurance shall include an endorsement stating TNH will be notified no less than thirty (30) days in advance of any termination or change in coverage.

3. *Multi-Branding*

Each Bidder shall be required to indicate in its response to this RFP the brand or trade name(s) under which it shall operate at the Airport. The Licensee may not operate under more than two (2) brand names at the Airport.

Any brand or trade names designated in Bidder's response to this RFP must be one hundred percent (100%) owned, controlled or have a contractual right to be operated by Bidder, and must conform to multi-branding requirements established in any License Agreement issued hereunder. Licensee may not operate at the Airport under any brand or trade name(s) other than the brand or trade name(s) designated in Licensee's response to this RFP, unless otherwise approved by TNH.

If two (2) or more Bidders are wholly owned or controlled by the same corporate entity, each Bidder must be prepared to attest that no collusion has taken place in the process of responding to this RFP and that each Proposal submitted hereunder was independently prepared. The parent company must be prepared to sign each License as guarantor of all obligations and duties contained therein.

If Licensee divests itself of a brand during the term of the License Agreement, TNH will not be required to provide on-site facilities for the divested brand.

4. *ACDBE Requirements*

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this concession. It is the policy of the Tweed-New Haven Airport Authority and TNH to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of the License Agreement. All Bidders qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concession's firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession-specific goal of 1.00% percent of (annual gross receipts; the value of leases and/or purchases of goods and services) has been established for this concession. The concession firm shall make good faith efforts, as defined in 49 CFR Part 26, Appendix A, to meet the concession-specific goal for ACDBE participation in the performance of this concession.

Licensee will be required to submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession, (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and (6) If the contract goal is not met, evidence of good faith efforts.

The materials in Annex F – Airport Concession Disadvantaged Business Enterprise Participation Requirements and Required Covenants will be incorporated into the License Agreement.

A proposer that qualifies as an ACDBE should specify so and documentation thereof. Each proposer should also specify how it will ensure participation by ACDBEs in subcontracting to meet the goal specified in the Authority's ACDBE Program or an explanation as to why it cannot do so.

The materials in Annex G – Required Covenants will also be incorporated into the License Agreement.

5. *Non-discrimination/ Equal Employment Opportunity Policy*

It is the policy of TNH to assure that no person, based on race, creed, color, national origin, sex, marital status, age, handicap, or disability shall be excluded from participating in any activity conducted with or benefiting from funds received from the Airport.

Licensee shall be required to assure TNH in writing that it will not exclude any person from receiving its services, maintain segregated facilities, or discriminate in the employment of any individual or the award of any contract for services to be performed on its behalf regarding services at the Airport, on the grounds of race, creed, color, national origin, sex, marital status, age, handicap, or disability.

6. *Events Affecting Operations*

Licensee is advised that the Airport is subject to events that may limit passenger activity including, terrorist events that may increase security measures or limit flight activity at the airport, pandemics, inclement weather including snowstorms that may temporarily close the airport, and airport

construction projects that may impact flight activity. Such events may allow for temporary amendments to license agreements as approved by TNH.

7. *Other Requirements*

Licensee shall be required to assure TNH in writing its compliance with federal, state, and local law.

8. *Special Assignment Provision*

TNH will be permitted to assign the License Agreement to the Authority.

IX. Proposal Submission, Evaluation, and Award

1. *Calendar of Events*

The table below summarizes specific and estimated dates and times of required actions related to this RFP. If TNH finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP.

DATE	EVENT
December 1, 2022	RFP issued
December 8, 2022	Site Visit – 10:00 AM EST (Attendance is Optional) Location: Airport Arrivals Building 155 Burr Street New Haven, CT 06512
December 16, 2022	Deadline to Submit Questions – 4:00 PM EST
December 22, 2022	Responses to Questions Released as an Addendum
January 5, 2023	Deadline to Submit Proposals – 4:00 PM EST
January 6-19, 2023	Review of Proposals / Interviews (if applicable) / Negotiations
January 20, 2023	Intent to Award
March 1, 2023	Target Date for Commencement of Contract

2. *Proposal Submission*

Electronic copies of the Bidder’s proposal, in generated and searchable (*i.e.*, not scanned) PDF format, must be emailed to tsullivan@avports.com no later than **4:00 PM EST, Thursday, January 5, 2022**. Original copies of all proposals, including signature pages, shall be made available to TNH upon request. Proposals received after the prescribed time and date will not be accepted.

Proposals must include, in narrative form on Bidder’s letterhead, a complete description of the intended rental car operation at the Airport with the information shown in the Appendix hereto. Particular attention shall be given to the level of high-quality service to be provided to Airport patrons.

Proposals must also be accompanied by a “Proposal Guarantee” of \$5,000 as liquidated damages to TNH in the event the successful Bidder fails to enter into the License Agreement with TNH in

accordance with this RFP. The Proposal Guarantee shall be provided in the form of a bid bond or certified check payable to The New HVN LLC. Proposal Guarantees will be returned to Bidders and Licensee upon execution of the License Agreement.

3. *Qualifications*

In addition to other requirements herein, each Bidder must satisfy to TNH that:

- a. It has the financial resources required to comply with these terms and conditions for the duration of the license and any renewals thereof.
- b. It has similar previous experience or directly involved management with such experience.
- c. It has the management resources to operate the concession successfully.
- d. It has or will have sufficiently trained and qualified personnel to perform the required services in a satisfactory manner.
- e. It has the ability to provide services throughout changes to airline schedules during various months of the year as well as accommodate irregular operations such as flight delays.
- f. It can meet the service standards and requirements set forth herein. Bidders must include a signed statement on their letterhead certifying that they can meet the service standards set forth in this RFP.
- g. It has or can obtain a sufficient fleet of rental vehicles to meet all reasonably foreseeable demands.

TNH reserves the right to investigate information submitted, to independently evaluate the qualifications of each Bidder, and to disqualify any Bidder who does not, in the sole opinion of TNH, meet all of these requirements, terms, and conditions.

4. *Evaluation and Award*

The evaluation process will be based upon submittals of Proposals in the form given in the Appendix hereof. Licensees may be requested to meet for in-person interviews.

The following criteria will be part of the consideration by TNH for the selection of Licensee:

Economic Factors

1. Sum of proposed Minimum Annual Guarantee and Parking Space License Fee
2. Financial Capability of the Licensee
3. Proposed improvements to the Premises

Technical Factors

1. Experience and qualifications
2. Evidence of commitment and ability to comply with the Service Standards
3. Operations and transition plan
4. Environmental sustainability

This Request for Proposals does not constitute an offer by TNH. TNH reserves the right to request supplemental information as part of the evaluation process and negotiate the final terms of the License Agreement with Licensee. TNH reserves the right to waive any informality in the proposals received and to accept the proposal deemed to be in the best interests of TNH. TNH reserves the right to withdraw or cancel this Request for Proposal without liability. In no event will any Bidder

be entitled to the reimbursement of any costs it may incur or damages, including for not being the awardee.

5. *Additional Information*

Any amendments to this RFP will be issued to all Bidders on record in the form of written addenda. It is the responsibility of each Bidder to ensure that it has provided its contact information to TNH to receive addenda and additional information. TNH reserves the right to modify this RFP, including any addenda, at its sole and absolute discretion.

This offering shall not be construed to be exclusive and TNH shall have the right to enter into rental car license agreements with other on-airport and off-airport rental car concessionaires.

Questions regarding this Request for Proposals must be submitted in writing by December 16, 2022, 4:00 PM EST to Tim Sullivan, Business Analyst, tsullivan@avports.com.

No verbal responses will be given to requests for clarification. TNH reserves the right to waive the time within which to receive and respond to requests for clarification when it is in the best interest of TNH.

Appendix A: Form of Proposal

Due: January 5, 2023 by 4:00 PM EST

All Proposals must be completed in full using this format and typed on Bidder's letterhead. One electronic file, in PDF generated, searchable and unsecured format, must be submitted to tsullivan@avports.com.

Where a section calls for a certified statement to be included, Bidders shall copy the text provided by TNH exactly as it appears in this Appendix. An authorized representative of the Bidder must sign the Proposal Letter. Pages with such certifications may be scanned.

Content:

- I. Name, address, and contact information of Bidder's firm, including corporate and local offices if applicable, and for individuals who will manage the rental car concession at the Airport.
- II. The brand name(s) Bidder proposes to operate under at the Airport. Bidder must specify whether the brand(s) are 100% owned by Bidder or if Bidder is a franchisee with contractual rights to operate under the brand name(s) at the Airport.
- III. Experience of Bidder:
 1. Describe the nature and extent of the corporation or partnership's experience in operating rental car concessions, the number of locations, the number and names of airport locations, and the number of persons currently employed in such operations. Please include:
 - a. Name(s) under which the business is/was conducted.
 - b. Start and end dates of prior related or affiliated business(s).
 2. State the name(s) and experience of the proposed local manager(s) that would have overall and day-to-day management of Bidder's rental car concession at the Airport.
- IV. Operations Plan:
 1. Use the provided Annex D to propose which parking spaces Bidder would use (both quantity and location) and how bidder would make best use of those spaces for vehicle pick-up, vehicle drop-off, vehicle cleaning, and vehicle storage, understanding that TNH does not intend to use all spaces for rental cars. Provide an operations plan with a clearly defined narrative as to servicing passenger check-in, pick up and drop off at the Airport along with a visual depiction through photos, schematic drawings as to the pick up and drop off of cars at the Airport.
 2. Depict and describe proposed signage, advertising, pavement markings, or other improvements or equipment Bidder would install on the Premises at its sole expense to ensure an efficient rental car operation.
 3. Describe the classes, quantity, and age of vehicles Bidder would have available for rental at the Airport.
 4. Indicate where vehicle maintenance and fueling will be performed.
 5. Include details on any proposed amenities or services that Bidder would offer to provide customers an innovative or unique experience.
- V. Environmental Sustainability Plan
 1. Indicate specific actions Bidder will take to reduce the impact of its concession at the Airport on the environment.

2. Describe how Bidder will quantify and report the impact of its sustainability plan at the Airport to TNH as frequently as TNH may reasonably require.
3. Indicate the percentage of vehicles Bidder would rent at the Airport that are either hybrid-electric, full-electric, or hydrogen.

VI. Transition Plan

1. Provide a timeline of actions Bidder would take between the award of the License Agreement on or about January 20, 2023, to commencement of operations on March 1, 2023.
2. Describe how many staff members Bidder would recruit and train and when the activities would occur.
3. Indicate how many vehicles would be available for rental on the commencement date and when the vehicles would arrive at the Airport.
4. Indicate when the initial improvements described in the operations plan would be completed.

VII. ACDBE Plan

1. Bidders must specify the form and amount (percentage) of ACDBE participation to which it is prepared to commit.
2. Additionally, the ACDBE Plan must state:
 - a. The names and addresses of ACDBE firms and suppliers that will participate in the concession
 - b. A description of the work that each ACDBE will perform
 - c. The dollar amount of the participation of each ACDBE firm participating
 - d. If the contract goal is not met, evidence of good faith efforts

VIII. Financial Capability and References

1. Provide the name, address, and telephone number of no less than four references - two references as to the financial capacity of the Bidder and two as to the Bidder's ability to manage a rental car concession. Additionally, include at least one letter stating Bidder's creditworthiness from a bank or recognized financial lender.
2. Provide financial statements sufficient to establish Bidder's ability to commence, equip, conduct, and/or manage the proposed operation. Financial statements must include both a balance sheet and a statement of revenues and expenses certified by an independent certified public accountant. If Bidder is a wholly owned subsidiary with no independent financial statement, it may submit the financial statement of its parent company. If no certified financial statements have been created, unaudited financial statements certified by a company's CFO may be submitted; however, TNH reserves the right to require additional information and/or to determine if the statements are adequate for TNH's evaluation of the Bidder. TNH reserves the right to request clarification of the financial information submitted or to request specific additional financial information.

IX. Fee Proposal Form

1. Attach a completed and signed copy of the Fee Proposal Form, attached hereto as Annex A.

X. Bidder's Certification

1. Attached a signed copy of the Bidder's Certification, attached hereto as Annex B.

XI. Bidder Information Form

1. Attached a signed copy of the Bidder Information Form, attached hereto as Annex C.

XII. Proposal Guarantee

1. To be provided in the form of a bid bond or certified check payable to The New HVN LLC.

ANNEX A

Fee Proposal Form

The undersigned, for the specified Bidder, offers to pay to TNH the following fees for each full or partial License Year during the term of the License Agreement:

License Year 1:

Fee	Calculation	Proposed Values
Concession Fee	Equal to the annual sum of the Monthly Concession Payment for every month of the License Year, or the Minimum Annual Guarantee, whichever is greater. The Monthly Concession Payment is calculated monthly as the greater of twelve and a half percent (12.5%) of Licensee's Gross Revenue for the applicable month, or one-twelfth (1/12) of the MAG.	Minimum Annual Guarantee: \$ _____ * *Must equal or exceed \$250,000.
Parking Space License Fee	Equal to the price per space proposed by Licensee, multiplied by the number of parking spaces within the Premises	Price Per Parking Space: \$ _____ * *Must equal or exceed \$900 per space.
Terminal Space License Fee	The sum of thirty-one dollars (\$31.00) per square foot for licensing of the counter and office space areas plus a flat fee of \$525 per month.	N/A

Subsequent License Years:

The Minimum Annual Guarantee, the price per space used to calculate the Parking Space License Fee, and both the price per square foot and flat fee comprising the Terminal Space License Fee will increase, but not decrease by any increase in the Consumer Price Index during the immediately preceding License Year.

Airport Management Customer Charge (AMCC):

Licensee additionally agrees to collect and remit the AMCC as specified in Article VI of the RFP.

The undersigned, being authorized to do so, executes this fee proposal form for and on behalf of and as an official act of Bidder, this _____ day of _____, _____.

Signature of Authorized Signatory

Name: _____

Title: _____

Date: _____

ANNEX B

Bidder's Certification

The undersigned, for the specified Bidder, affirms, warrants, and certifies as follows:

A. Equal Employment Opportunity/Affirmative Action Statement:

Bidder assures TNH that it will not exclude any person from receiving its services, maintain segregated facilities, or discriminate in the employment of any individual or the award of any contract for services to be performed on its behalf regarding services at the Airport, on the grounds of race, creed, color, national origin, sex, marital status, age, handicap, or disability.

B. DBE Plan:

Bidder will make good faith efforts to ensure participation by DBE firms in not less than 1.00% of the activities or services provided under license from TNH. The Bidder's plan for DBE participation is specified in its response to the Request for Proposals.

C. Compliance with Service Standards:

Bidder certifies that it will comply with the service standards of the Request for Proposals for the duration of any License Agreement awarded by TNH.

D. Non-Collusion Affidavit:

1. The prices in Bidder's proposal in response to the Request for Proposal have been arrived at independently without collusion, consultation, communication, or agreement to restrict competition, as to any matter related to such prices, with any other Licensee or any competitor.

2. Unless otherwise required by law, the prices quoted in the proposal have not been knowingly disclosed, actively or passively to any other Licensee or any competitor, and;

3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.

E. Certification of Eligibility

Neither Bidder it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract with any federal or state department or agency.

F. Additional Certification

By submitting this Proposal, the Bidder certifies that Bidder has carefully read the Request for Proposals (including any addenda) and, if awarded the License Agreement, agrees to abide with the terms of the License Agreement, and further certifies the Bidder's qualification to perform the services procured as required under the Request for Proposal and represented in its Proposal

G. Authorization of Bidder

The undersigned, being authorized to do so, executes this proposal for and on behalf of and as an official act of Bidder, this _____ day of _____, _____.

Signature of Authorized Signatory

Name: _____

Title: _____

Date: _____

ANNEX C

Bidder Information Form

The undersigned, for the specified Bidder, affirms, warrants, and certifies as follows:

- A. Has Bidder ever had a performance or surety bond canceled or forfeited in the previous five (5) years?

YES ___ NO ___

If yes, state the name of the bonding company, date, amount of bond, and reason for cancellation or forfeiture in the space below.

- B. Has Bidder or any director, officer, or owner of ten percent or more of the stock of Bidder ever reorganized under the Bankruptcy Code or declared bankruptcy in the previous five (5) years?

YES ___ NO ___

If yes, state case name, date of the proceedings, court, amount of liabilities and assets as of the date filed, and disposition in the space below.

- C. In the previous five (5) years, has the Bidder or any entity affiliated with it ever been awarded a concession at any airport and failed to operate the concession for the full term thereof?

YES ___ NO ___

If yes, please state the name of the airport and date of award and describe the circumstances in the space below.

- D. Has Bidder been involved in litigation (not including litigation pertaining to dual branding) with an airport at which it operates or operated in the previous five (5) years, whether as plaintiff or defendant, as a result of Bidder's rental car concession?

YES ___ NO ___

If yes, state the date, court, case number, and outcome in the space below. This response should include suits in which Bidder or any of its affiliates, officers, or majority stockholders have been a party.

E. Does Bidder have a franchise relationship with a national rental car company, which is not itself a bidder, on which Bidder relies in part for facilities or services?

YES ___ NO ___

If yes, please state the name of the franchiser in the space below.

F. Have any leases or agreements for the operation of rental car concessions or other business enterprises held by your organization ever been canceled or terminated before their expiration?

YES ___ NO ___

If yes, provide additional details in the space below.

The undersigned, being authorized to do so, executes this Bidder Information Form for and on behalf of _____ and as an official act of Bidder, this _____ day of _____, _____.

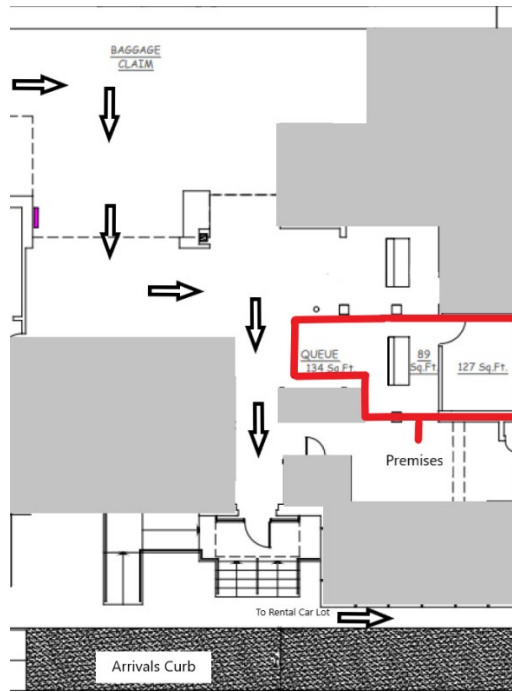
Signature of Authorized Signatory

Name: _____

Title: _____

Date: _____

ANNEX D
Premises
Counter and Office Space



Parking Space

Area A



Area B



ANNEX E
Airport Data

Month	Rental Car Gross Revenue	
Jan-22	\$	65,889.00
Feb-22	\$	65,276.40
Mar-22	\$	64,539.38
Apr-22	\$	104,867.07
May-22	\$	160,519.35
Jun-22	\$	258,591.20
Jul-22	\$	380,440.40
Aug-22	\$	348,299.22
Sep-22	\$	342,444.80
Oct-22	\$	340,409.91
YTD Total	\$	2,131,276.73

The Bureau of Transportation Statistics publishes airport passenger data at the following website:
https://www.transtats.bts.gov/Data_Elements.aspx?Qn6n=

ANNEX F

Airport Concession Disadvantaged Business Enterprise Participation Requirements and Required Covenants

The following materials will be incorporated into the awarded contract.

Provision Requires by 49 C.F.R. § 23.9

The following provision, required under 49 C.F.R. § 23.9, is included, it being acknowledged that Concessionaire is the “concessionaire or contractor” referenced therein and “agreement” refers to this Agreement:

- (1) This agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 C.F.R. part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. part 23.
- (2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. part 23, that it enters and cause those businesses to similarly include the statements in further agreements.”

Airport Concession Disadvantaged Business Enterprise Program

Under regulations promulgated by the U.S. Department of Transportation (“DOT”), under 49 C.F.R. Part 23 (“Part 23”), Authority has established its Airport Concession Disadvantaged Business Enterprise (“ACDBE”) Program. Authority has received and expects to receive, federal financial assistance from the DOT, and as a condition precedent to receiving this assistance, Authority has signed assurances that it will comply with Part 23. It is the policy of Authority, with which Operator pursues on its behalf, that ACDBEs shall have an optimal opportunity to participate in all concession agreements. Authority has established the ACDBE Program to implement this policy. Only ACDBE entities that have a direct contract with Concessionaire will be counted toward Concessionaire’s ACDBE participation goal.

ACDBE Program Compliance

Concessionaire shall comply with all requirements of Part 23 and Authority’s ACDBE Program, in particular in reference to its ACDBE participation obligations.

ACDBE Certified Providers

Concessionaire acknowledges that a list of entities certified under the Connecticut Department of Transportation’s Connecticut Unified Certification Program may be found here: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx and that the FAA maintains a nationwide database here: <https://faa.dbesystem.com/Default.asp>.

Reporting

Concessionaire shall provide and submit, true and accurate monthly ACDBE Revenue Reports to Authority and Operator. Unless otherwise specified by Authority or Operator, such reports will be submitted on the form specified therefor by the Federal Aviation Administration (such forms may presently be found here: https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/).

ACDBE Certification Update

Concessionaire shall be required to notify Authority and Operator of any updates to participating ACDBE(s) certification(s) and shall resubmit an updated ACDBE Participation Form to Authority and Operator every six (6) months during the Term of this Agreement (if applicable, an updated Joint Venture Eligibility Form). Such document(s) shall also be submitted promptly if there is any change in ownership or control of Concessionaire. The foregoing will also apply if Concessionaire's status as an ACDBE changes, including being certified as such or such certification being terminated.

ANNEX G

Required Covenants

- A. **Agreements with the United States, State of Connecticut, Other Governments.** This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county, and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and the State of Connecticut or the United States of America, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.
- B. **Right to Amend.** If the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or the obtaining of funds for improvements at the Airport, Contractor hereby consents to any and all such modifications and changes as may be reasonably required.
- C. **Covenants Against Discrimination.** General Civil Rights Provisions: Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the property is owned, used, or possessed by Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

1. **Compliance with Regulations:** 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.
2. **Nondiscrimination:** Contractor, concerning 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. 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 C.F.R. part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** 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 Authority 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, Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's or a contractor's noncompliance with the non-discrimination provisions of this contract, the Authority 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 Contractor under the contract until Contractor complies; and/or
 - b. Canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: 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. Contractor will take action concerning any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into litigation to protect the interests of the United States.
7. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - a. 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);
 - b. 49 C.F.R. part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - c. 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);
 - d. 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 C.F.R. part 27;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. 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);
 - h. 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 U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- k. 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);
- l. 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.*).

ANNEX H
Monthly Report

Date of Report: _____

For the Month Ending: _____

Location (An FBO or location within 3 miles of the airport is considered a separate location):

Gross Revenue:

Time and Mileage Charges: _____

Rental Insurance: _____

Related/incidental
Services/merchandise
(child seats, ski racks,
GPS, EZ Pass rental, etc...) : _____

Fuel/Electricity Charges: _____

Recovery Fees: _____

Miscellaneous Charges: _____

Total Gross Revenue: _____

Refunds/discounts resulting from
customer complaints (dollar value): _____

Airport Management Customer Charge:

Transaction Days: _____

Airport Management Customer Charge Collected: _____

Contract Rentals:

Airline Passenger Contract Rentals: _____

Non-airline (community) Contract Rentals: _____

Total Contract Rentals: _____

In-person Bookings: _____

Online Bookings: _____

Contract Rentals by Vehicle Make/Model: (Attach a breakdown)

Contract Rentals by Driver's License State: (Attach a breakdown)

Operational Data:

Miles Driven by Alternative Fuel Vehicles: _____

Total Miles Driven: _____

Gallons of Fuel Replenished: _____

kWh of Electricity Replenished (for electric cars): _____

The undersigned authorized representative of Licensee certifies this report to be a true and accurate summary of all operations required to be reported under the terms of the License Agreement:

Licensee:

By: _____

Name: _____

Title: _____