

**ADDENDUM NUMBER TWO TO REQUEST FOR
PROPOSALS – RENTAL CAR CONCESSION AGREEMENT**

Responses to Questions Received as of September 25, 2024

- Q** Any RAC interested in operating at the Airport should bid as part of this process. They should not be permitted to negotiate an on-site position after MAG bids are made public. This undermines the bidding process. **Please confirm:** *If TAIT accepts fewer than 5 Proposals (3-full service / 2-counter only), please confirm that no additional Concessionaire will be added during the term of the agreement, other than those companies that are successful in this RFP process.*
- A** **Confirmed. However, TAIT reserves the right to replace any concessionaire(s) that ceases operating at the airport for any reason during the term of the agreement.**
- Q** **Question:** *Is this rental car concession opportunity inclusive of FBO operations? (If so, please confirm that only successful proposers will be authorized to provide FBO service during the new term.)*
- A** **Gross Revenue includes all amounts charged to its customers through its operations at any location on the Airport. TAIT cannot preclude other airfield commercial operators from entering agreements with rental car concessionaires outside of those successful under this RFP.**
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Sec II, pg 3: It is imperative that Proposers understand how the operating spaces will be initially allocated and based on what metric (bid share or market share).

- Q** *For clarity, how will the initial allocation of counter/office space be handled? Will the initial allocation be based on bid share or market share?*
- A** **If new entrants are awarded a concession agreement, the counter/office space that is currently under-utilized by the successful incumbents will be allocated to the new entrants based on bid share. The under-utilized space will be removed from the successful incumbents' leasehold; however, all companies awarded an agreement will be allocated counter/office space in Schwab Hall.**
- Q** *Exhibit D, only depicts 4 counters and office space. How is TAIT planning to accommodate 5 counters?*
- A** **There is currently counter space to support the 9 existing brands. There are three counter/back office spaces that are under-utilized by the incumbent brands. Those spaces will be redistributed to accommodate the new entrants. Successful incumbent companies will be required to staff their remaining space during operating hours to serve customers in Schwab Hall, as well as in the garage booths.**

Q *How will the QTA space be allocated initially? Will the allocation be based on bid share or market share?*

A **The successful incumbents will remain in their current QTA locations, with fence lines adjusted to reflect calendar year 2023 market share.**

Q *Will the car wash and fuel areas be grandfathered?*

A **Successful incumbents will retain their existing operational equipment.**

Q *For clarity, if there are only 2 successful "Full-Service" Proposers, how will the current counters, ready/return spaces and the QTA space be adjusted?*

A **Based on interest in the RFP, TAIT expects to have 3 "full-service" agreements awarded; however, if only 2 full-service agreements are awarded, space will be allocated based on calendar year 2023 market share (in the case of incumbents) or highest proposed MAG (if awarded to a new entrant).**

Sec III, pg 4, para b: We request that incumbents be permitted to keep their QTA locations. Per Sec. V (pg 6-7), we are to accept facilities in "as is" condition with all faults. If our QTAs are grandfathered, then this is not a concern.

Q *Will TAIT confirm QTA facilities are grandfathered to successful incumbents?*

Please Confirm: *If not grandfathered, please confirm that TAIT will provide assurances that each facility is inspected, with no outstanding environmental concerns, repairs, or maintenance needs prior to any change in occupancy.*

A **Successful incumbents will retain their existing locations and equipment. Staging areas in the QTA area will be adjusted based on calendar year 2023 market share.**

Sec. IV (pg 5), 4th para: Regarding addition of brands.

Q *Rather than being at CEO discretion, will TAIT please prohibit the addition of brands during the term, other than those named in a Proposer's proposal?*

A **Any addition or changing of brands offered during the term will be at the discretion of TAIT's CEO.**

Sec. IV., d. (pg 5):

Please confirm: *Incumbents will not have to demonstrate required experience or minimum qualifications since it would already be evident experience/qualifications are met by being a current operator.*

A **TAIT confirms that incumbents have demonstrated the required experience and minimum qualifications based on current operations. However, any proposer must be current in all obligations to TAIT.**

Sec IV., f. (pg 5):

Please confirm: *Attendance at the mandatory pre-proposal conference is required to submit a bid/proposal.*

A **Confirmed.**

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Sec VI.b. (pg7): Most airports require an online or email submission. This saves both time and, from a sustainability perspective, resources.

Request: *Please require only an email or online submission, rather than physical copies. Please provide email address for submission.*

- A** **Submissions may be made by either hard copy or electronically via email. Electronic submissions should be sent to sheririder@tulsaairports.com. Hard copies should be delivered to 7777 Airport Drive, Room 211, Tulsa, OK, 74115 (Attention Sheri Rider).**

Sec. VI.c. (pg 8): Submission of questions by November 1 would not work with a November 4 due date. We would have already completed and shipped our proposal to TAIT in advance of this date.

Please confirm: *The intent is that questions would be due by **October 1**, not November 1.*

Please confirm: *Answers to questions/final addenda will be issued by TAIT at least 4 weeks prior to the submission due date.*

Request: *If answers/final addenda are delayed, please adjust the due date for the RFP by an equal number of days.*

- A** **Final Schedule of Deadlines and Due Date as follows:**
- | | |
|--------------------------|---|
| October 4, 2024 | Questions cut-off |
| October 18, 2024 | Final Addendum Issued |
| November 15, 2024 | Proposals due by 5:00 p.m. local time |
| December 12, 2024 | TAIT aproval/award |
| March 1, 2025 | Rental Car Concession Agreements effective |

Sec. VI. f. (pg 9):

Please confirm: *EAN Holdings is not in arrears to TAIT.*

- A** **All incumbent concessionaires are currently in good standing with TAIT.**

Exhibit G-3, page 3 – The term “Gross Revenues” on this form conflicts with sec 9.6 of the Concession Agreement which states the ACDBE goal is to be calculated using “total dollar value of all purchases” (Spend).

Please confirm: *The term “Gross Revenues” is incorrect, and the form should indicate Spend or Expenditures.*

Question: Will the Authority provide an updated form?

- A** **All forms and contract language regarding ACDBE will be updated and finalized with execution agreements.**

Exhibit G-3 indicates the ACDBE goal of 0.07% is based on **Gross Revenues**, while the Concession Agreement Sec. 9.6 (pg38) indicates **Spend** (purchases).

Please clarify: *Will the ACDBE goal be based on Gross Revenues, or will it be based on Spend?*

- A** **The ACDBE goal is based on Gross Revenues. The language in the execution agreement will be revised to reflect Gross Revenues.**

- Q** Will fleet purchases be excluded from total Spend (as in the previous agreement)?

A The ACDBE goal is based on Gross Revenues. The agreement language will be revised to reflect Gross Revenues.

Q Why does this page reference City of Dayton/Dayton International Airport?

A All forms will be updated and finalized with execution agreements.

In our current agreement there is reference to 'flex stalls' on the second floor which were taken back by the Airport "temporarily".

Q Have these stalls been removed from the rental car area footprint, or have they been re-identified as Ready/Return stalls? Has the total RAC footprint been reduced during this RFP process?

A The flex spaces were removed from the RAC footprint with the exercise of the third option to extend the current agreement. Flex spaces are not offered in the new agreement.

Section 4.3 (pg 13): We are business partners and should work together as such. We respectfully request that no Liquidated Damage be in excess of \$200 per violation and please remove the exorbitant 'holiday' amounts proposed. Only in the most severe of situation should the Airport rely on monetary penalties to enforce compliance. **Request: Please reduce the amount of the liquidated damages outlined in this section.**

A The liquidated damage amounts will not be revised.

Q Section 6.16 (pg 27): We believe it important to have fair and reasonable adjustments to MAG in the event that there is a significant decline in passengers at the Airport, however requiring that the decline continue for 3 consecutive months before relief is provided and then to rescind the reduction if the passenger counts increase for a single month is simply not reasonable or fair. **Request: Please alter the language to require that passenger counts exceed 85% of the prior year FOR 3 CONSECUTIVE MONTHS prior to reinstating the full MAG.**

A The MAG adjustment language will not be revised.

Q Section VI. Instructions to Proposers, item f. Disqualification of Proposers, page 9: Is Avis Budget Car Rental, LLC (hereafter "ABCR") currently in arrears to TAIT for any debt of contract, default as surety, or otherwise upon any obligation to TAIT? In other words, is ABCR current on all obligations to TAIT?

A All incumbents are currently in good standing with the TAIT.

Q Section III. Background, Item b. Current Rental Car Operating Space, page 4: The changes to the ready/return areas are not clearly identifiable, therefore, what are the specific changes within the ready/return and QTA areas?

A Adjustments in allocated space will reflect calendar year 2023 market share for the successful incumbent proposers.

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Q Section V. Scope of Work, Item a. Payment, subsection Rent, bullet point #4, page 6: The QTA rent is stated at \$0.62 per square foot. Today that rent is covered by the CFC fund. Will the CFC fund continue to cover the costs associated with the QTA rents?

A QTA rentals will not be paid by the CFC collection under the new agreement. CFCs will be collected and set aside for the upcoming CONRAC development.

A Section VI. Instructions to Proposers, item n. Awarding of Agreement, page 13, paragraph 1 states that the term will be five (5) years with two (2) one (1) year options. This contradicts the terms, specifically the number of options, as outlined in Section II. Summary, page 3, paragraph 1 which states that the term is five (5) years with three (3) one (1) year options. Exhibit A, Sample Agreement, Article II. Term, page 6 states that there are two (2) option periods. What is the correct number of options?

A The Rental Car Concession Agreement will have an initial term of five (5) years, with two (2) options to extend the term for one year each to be exercised at the sole discretion of TAIT.

Q Section VI. Instructions to Proposers, item n. Awarding of Agreement, page 13, paragraph 3 (and in other sections within the Request for Proposal document), TAIT has the right to adjust counter spaces based on the number of successful proposers. In the event that one (1) or two (2) counter-only proposers submit acceptable bids, which currently occupied counters will be impacted/reduced, and to what extent?

A Counter spaces that are currently under-utilized will be allocated to the successful, counters-only proposers. The layout will be addressed once proposals have been received.

Q Exhibit A, Sample Agreement, Article III. Leased Premises, Section 3.1.3 Reallocation of Ready/Return Car Facilities, page 8: This section details the triggers and methodology that will be used to initiate and conduct a reallocation of the ready/return area, yet the last sentence in the section states that there will be no reallocation during the term of this agreement and any extensions thereof. Why is there language detailing the triggers and processes if there is no reallocation possible? Which is correct – reallocation yes, or reallocation no?

A There is potential for one reallocation of the Ready/Return Car Facilities at the end of the twenty-ninth (29th) month anniversary of the commencement date. The execution agreements will be updated to remove the last sentence in Section 3.1.3.

Q Exhibit A, Sample Agreement, Article IX. Governmental Requirements, Section 9.6, Airport Concession Disadvantaged Business Enterprise, page 38, paragraph five (5): This paragraph states that achievement of the ACDBE goal is "...to be calculated by dividing the dollar value of purchases from ACDBEs by the total dollar value of all purchases...", however, in Exhibit G1 through G4 of the RFP package, page 2, paragraph 3 states that the goal is "...of annual gross revenue...". Which is it, purchases or revenue?

A The ACDBE goal is based on Gross Revenues. The agreement language will be revised to reflect Gross Revenues.

Q Exhibit G1 through G4 of the RFP package, page 2, paragraph 2, references Dayton International Airport and the City of Dayton in a few places. Will you be correcting this so that it properly identifies TAIT and Tulsa International Airport?

A The exhibit to the RFP is a sample. All forms will be updated and finalized with the execution agreement.

Q What is required of an incumbent RAC regarding bid submission and quarterly reporting if we have or will meet the goals with qualified ACDBEs? Do we need to submit efforts to retain other vendors besides those that we current meet/exceed the goals with?

A All ACDBE usage and efforts to obtain ACDBE partners require documentation. The updated FAA Final Rule regarding ACDBE participation adds an active participants list requirement (Exhibit G-4). Exhibit G-4 data must be collected from all firms that have participated or attempted to participate in airport concession activities and submitted proposals or initial responses to negotiate procurements throughout the year.

Q Are you able to provide a breakdown of the passenger traffic by enplanements and deplanements versus the total traffic provided for the period of 2019 through current and broken down by month?

A Attached.

Q RFP VI(b), Page 7: Please consider requiring an electronic copy only of the submission.

A Submissions may be made by either hard copy or electronically via email. Electronic submissions should be sent to sheririder@tulsaairports.com. Hard copies should be delivered to 7777 Airport Drive, Room 211, Tulsa, OK, 74115 (Attention Sheri Rider).

Q RFP VI(b), Page 7: Please confirm the contact and address to which the original, hard copy of the proposal shall be submitted.

A See above.

Q RFP VI(b), Page 7: Please confirm how the submission should be electronically submitted...via email at SheriRider@tulsaairports.com?

A Confirmed.

Q RFP VI(c), Page 8: Please consider moving up the question deadline. Three days prior to the submission deadline is not enough time for RACs to consider the Q&A and potentially make changes to their proposal.

A See adjusted timeline above.

Q RFP VI(k), Page 10: Please clarify how proposers are to measure the ACDBE goal of .07%. Is it total goods and services?

A The ACDBE goal is based on Gross Revenue.

Q RFP VI(k), Page 10: Please confirm we may contact Sandra Charon during the bid process, without violating the cone of silence.

A All questions should be submitted only to Sheri Rider during the bid process.

Q RFP VI(k), Page 11: Please confirm if we submit Exhibit G-2, we do not have to submit Exhibit G-3 as part of our submission, and in the alternative if we submit Exhibit G-3, we do not have to submit Exhibit G-2 as part of our submission.

A Confirmed. Proposer demonstrates a good faith effort by submitting either Form G-2 or Form G3

Q Proposer Qualification Form, page 23, #4: Kindly consider reducing this requirement as we operate from hundreds of airports across North America. For example, can we provide the information required for 5-10 similarly situated airports?

A Submission requirements remain unchanged.

Q Proposer Qualification Form, page 25, #10: As a publicly traded company, all our financial reports and statements are available online via our 10K. To reduce the size of our submission, please advise if we may provide a direct link to these financial statements in lieu of this request.

A A direct link to the required financial statements will be acceptable.

Proposed Minimum Annual Guarantee Form, page 28: Please confirm that proposer will provide one (1) proposed MAG, which will cover one, two, or three brands. Proposers do not have to provide a separate MAG for each brand.

A Proposers should submit MAG by company. A separate MAG for each brand is not required.

Q Please advise if The Hertz Corporation is in good standing.

A All incumbents are currently in good standing with the TAIT.

Q Please confirm there is not a bid security / bid performance required as part of the submission.

A No bid security is required for submission.

Questions Raised at Pre-Proposal Meeting Not Previously Addressed in Addenda

Q Would the incumbent that occupies space on both sides of the hallway have the choice of which side to retain?

A If there are more than three successful bidders, the airport will collaborate with bidders to allow for a smooth transition.

Q Are the Customer Service counters and back-office space rentals tied to the annual rates and fees that the airlines pay, or is it CPI?

A The Customer service counters and back-office spaces are calculated by the airline rates and adjust annually based on the TAIT budget.

Q If we have a tri-branded counter, does that mean that each of our brands needs to be staffed, or does one person suffice?

A This issue will be determined after the bidding process.

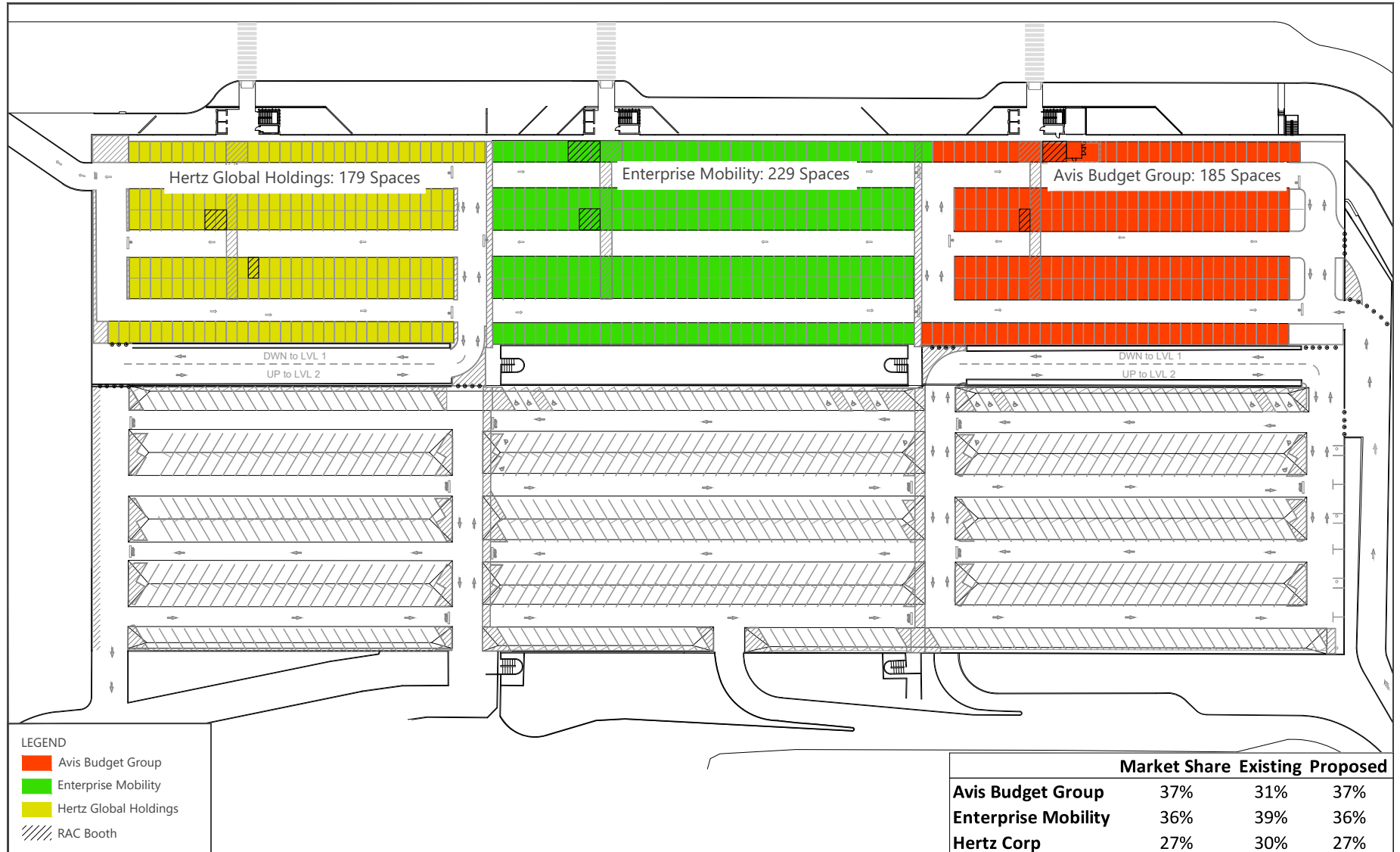
- Q Will the customer service counters be readdressed?
A **The airport will consider readdressing the counter staffing policy with emphasis on providing the best possible customer service.**
- Q Is the garage exhibit in the RFP and sample agreement the same?
A **Yes. The exhibit in the sample agreement reflects the number of stalls as allocated at the beginning of the term of the new agreement.**
- Q Will a current garage exhibit be available?
A **A current garage layout is attached to this addendum.**
- Q What is the initial garage allocation for the three incumbents?
A **Avis Budget Group: 218 spaces, Enterprise Mobility: 215 spaces, and Hertz Group: 160 spaces.**
- Q Will a transaction share be provided from the current agreement?
A **Current transaction share report is attached. Transaction share reports will be provided based on monthly reports, in the same way market share reports are currently provided.**
- Q Will a current QTA layout be provided?
A **A current QTA layout is attached to this addendum.**
- Q Will the QTAs get reallocated during reallocation as well?
A **The QTA will not be reallocated during this agreement.**
- Q If a new entrant were the number one bidder, whoever they displace, they would get that QTA. So they would walk on and take on the market share?
A **If a new entrant outbids an incumbent, the new entrant would be allocated that incumbent's QTA position.**
- Q On the QTA, do we have bonds in place? Are we servicing debt?
A **Yes**
- Q When will those bonds be paid off?
A **June 1, 2045.**
- Q What is the square footage of the QTA?
A **The square footage of the QTA layout is attached to this addendum.**
- Q Will the airport transfer the upkeep of the pavement as-is condition or in fair condition?
A **The pavement will be transferred in as-is condition.**
- Q How will the testing of fuel tanks be handled?

- A The airport will schedule annual testing and will bill the rental car companies.**
- Q Are the fuel tanks individual?
- A Yes, but they are all under a single TAIT license.**
- Q It is impossible for a fourth or a fifth entry to enter the marketplace without counters, without ready cars, without a QTA, having to build something from scratch and bus into the airport. Can't be done.
- A This is not a question; however, the minimum MAG as published in the RFP and confirmed in Addendum #1 will remain at \$1,200,000.**
- Q Is there already a CONRAC in plan?
- A The airport will be issuing a RFQ for a consultant, with plans to bid by mid to end of 2025.**
- Q How long has Turo been operating at the airport?
- A Turo has been under agreement with TAIT since September 1, 2023.**
- Q Will the Pre-proposal meeting presentation be sent to the bidders?
- A The Pre-Proposal presentation is attached to this addendum.**
- Q When will liquidated damages go into effect?
- A The Airport will be flexible when assessing liquidated damages and will consider whether the offending activity is pervasive and a continuing issue.**
- Q Will increased signage be allowed in the terminal building?
- A TAIT will consider additional signage.**

TUL Monthly PAX Data

Month	ENP	DEP
Jan-19	111,086	112,190
Feb-19	107,026	106,481
Mar-19	125,972	126,016
Apr-19	125,885	123,513
May-19	149,408	140,167
Jun-19	149,530	148,461
Jul-19	151,082	149,250
Aug-19	133,921	138,889
Sep-19	129,007	128,233
Oct-19	142,668	140,403
Nov-19	126,020	126,458
Dec-19	134,180	128,208
Jan-20	110,945	109,951
Feb-20	106,058	104,821
Mar-20	58,446	63,157
Apr-20	6,893	6,641
May-20	20,044	19,483
Jun-20	40,445	39,521
Jul-20	61,265	59,800
Aug-20	58,079	59,297
Sep-20	58,078	57,582
Oct-20	65,161	65,185
Nov-20	62,394	61,916
Dec-20	61,181	58,259
Jan-21	49,308	51,522
Feb-21	47,778	46,551
Mar-21	81,065	81,581
Apr-21	86,060	83,853
May-21	112,547	108,958
Jun-21	127,170	124,207
Jul-21	134,539	131,934
Aug-21	109,593	116,046
Sep-21	107,745	106,787
Oct-21	118,601	117,972
Nov-21	115,609	118,116
Dec-21	113,333	108,605
Jan-22	83,425	84,391
Feb-22	81,730	80,495
Mar-22	116,089	115,081
Apr-22	118,197	117,474
May-22	140,635	136,354
Jun-22	145,055	143,104

Jul-22	148,868	147,212
Aug-22	130,970	134,918
Sep-22	135,583	134,567
Oct-22	148,676	149,076
Nov-22	130,439	129,634
Dec-22	118,219	116,005
Jan-23	106,546	105,054
Feb-23	103,950	108,982
Mar-23	135,648	136,422
Apr-23	125,276	122,726
May-23	150,724	146,007
Jun-23	154,877	154,808
Jul-23	153,557	151,896
Aug-23	134,632	141,002
Sep-23	138,524	136,877
Oct-23	155,705	157,887
Nov-23	138,557	138,707
Dec-23	132,239	129,553
Jan-24	109,208	109,337
Feb-24	110,611	108,918
Mar-24	128,228	132,179
Apr-24	138,227	134,203
May-24	163,003	155,499
Jun-24	164,903	164,833
Jul-24	161,149	160,314
Aug-24	141,557	148,682



SOURCE: Tulsa Airports Improvement Trust, 2024; Ricondo, 2024.

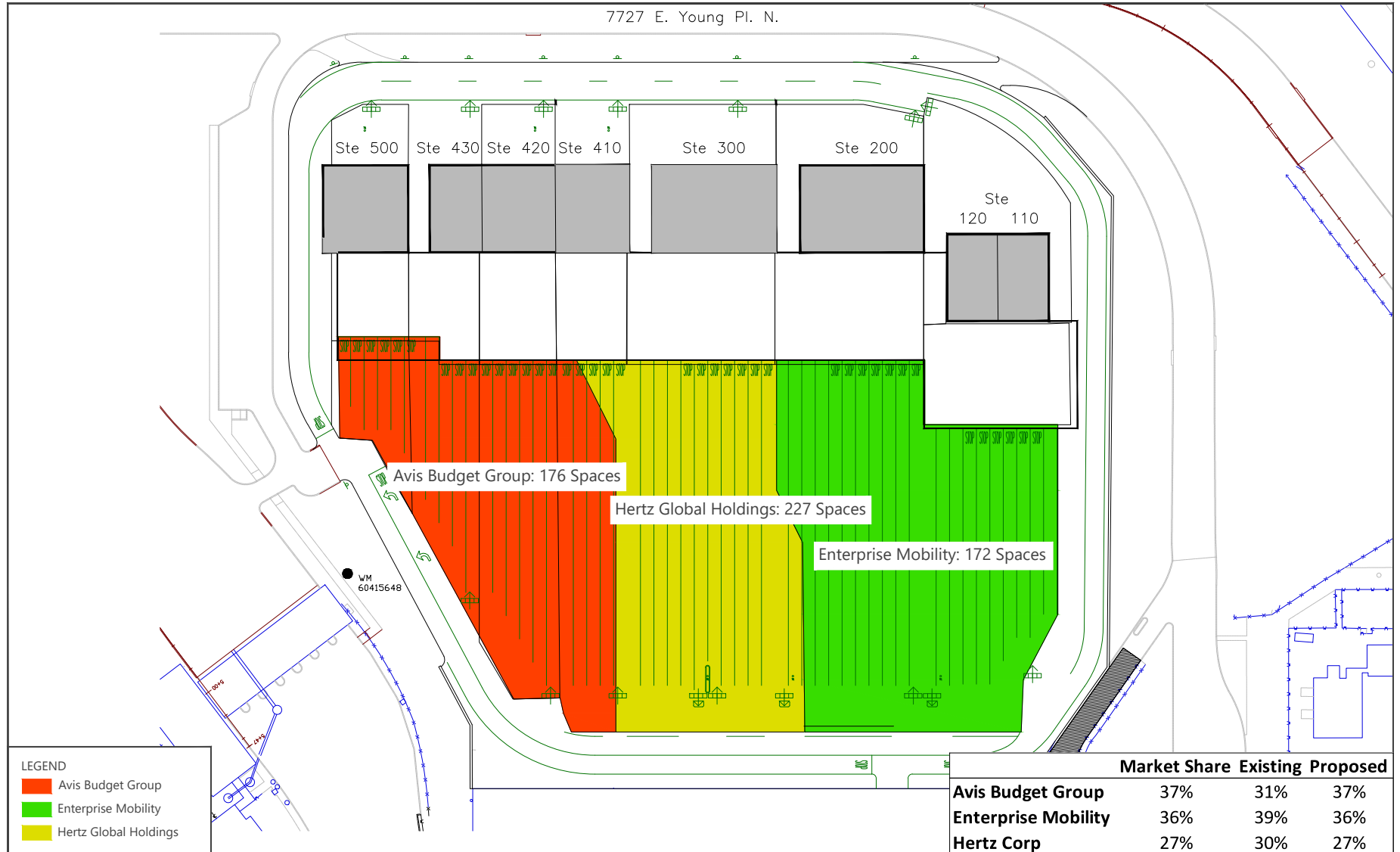
EXHIBIT 1



EXISTING READY/RETURN GARAGE

Sum of Transaction Days	Column Labels			
Row Labels	Avis Budget Car Rental, LLC	EAN Holdings, LLC	Hertz Group	Grand Total
April, 2023	22,559.00	25,157.00	17,895.00	65,611.00
April, 2024	23,292.00	29,048.00	21,901.00	74,241.00
August, 2023	24,727.00	27,418.00	18,280.00	70,425.00
August, 2024	22,822.00	33,575.00	23,124.00	79,521.00
December, 2023	18,696.00	22,515.00	14,581.00	55,792.00
February, 2023	15,371.00	22,206.00	14,674.00	52,251.00
February, 2024	17,462.00	23,370.00	15,127.00	55,959.00
January, 2023	14,614.00	22,862.00	15,231.00	52,707.00
January, 2024	16,110.00	21,515.00	14,001.00	51,626.00
July, 2023	25,253.00	25,649.00	20,796.00	71,698.00
July, 2024	23,789.00	32,195.00	20,778.00	76,762.00
June, 2023	28,253.00	26,586.00	19,527.00	74,366.00
June, 2024	25,609.00	32,644.00	21,601.00	79,854.00
March, 2023	22,408.00	25,817.00	17,166.00	65,391.00
March, 2024	22,899.00	28,036.00	20,235.00	71,170.00
May, 2023	25,749.00	27,798.00	19,855.00	73,402.00
May, 2024	26,366.00	32,506.00	22,560.00	81,432.00
November, 2023	25,073.00	27,569.00	18,216.00	70,858.00
October, 2023	31,172.00	32,625.00	19,969.00	83,766.00
September, 2023	25,375.00	26,235.00	18,833.00	70,443.00
Grand Total	457,599.00	545,326.00	374,350.00	1,377,275.00

% Share		
Avis Budget Car Rental, LLC	EAN Holdings, LLC	Hertz Group
34.38%	38.34%	27.27%
31.37%	39.13%	29.50%
35.11%	38.93%	25.96%
28.70%	42.22%	29.08%
33.51%	40.36%	26.13%
29.42%	42.50%	28.08%
31.20%	41.76%	27.03%
27.73%	43.38%	28.90%
31.21%	41.67%	27.12%
35.22%	35.77%	29.00%
30.99%	41.94%	27.07%
37.99%	35.75%	26.26%
32.07%	40.88%	27.05%
34.27%	39.48%	26.25%
32.18%	39.39%	28.43%
35.08%	37.87%	27.05%
32.38%	39.92%	27.70%
35.38%	38.91%	25.71%
37.21%	38.95%	23.84%
36.02%	37.24%	26.74%
33.22%	39.59%	27.18%



SOURCE: Tulsa Airports Improvement Trust, 2024; Ricondo, 2024.

EXHIBIT 2

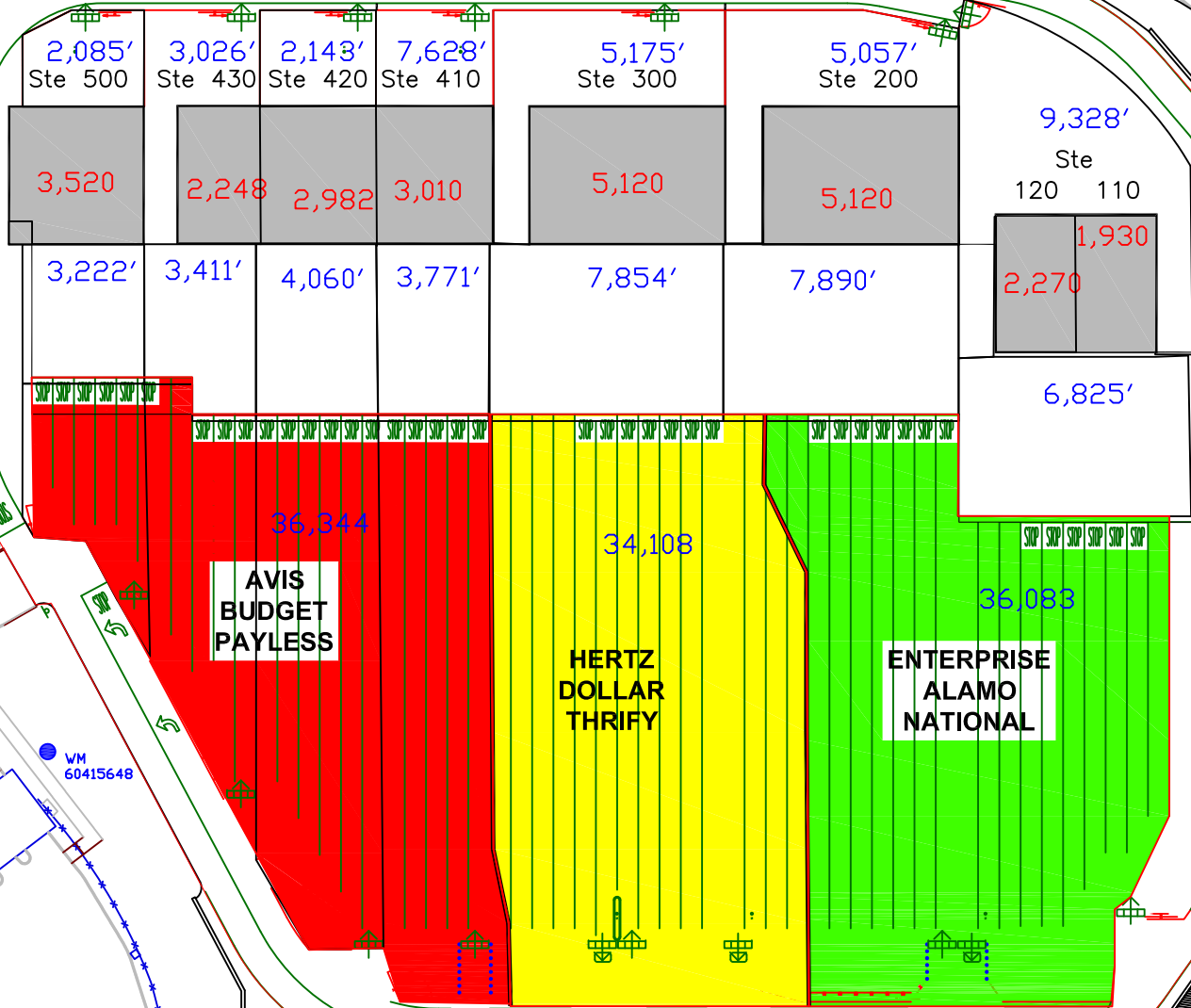


EXISTING QTA STAGING

TULSA INTERNATIONAL AIRPORT
QTA FACILITIES



7727 E. Young Pl. N.



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