



TRUCKEE TAHOE AIRPORT DISTRICT

10356 Truckee Airport Rd.

Truckee, CA 96161

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Requests for Proposal Non-Exclusive Rental Car Lease and Concession Agreement

The Truckee Tahoe Airport District (TTAD) is soliciting proposal for one (1) Non-Exclusive Rental Car Lease and Concession Agreement for the purpose of providing for the operation of first-class, non-exclusive rental car concessions in the Warehouse Office Building (WOB) at the Truckee Tahoe Airport. Concessions shall provide the traveling public and Airport users passenger-type rental vehicles.

The purpose of this RFP is to furnish general information to prospective proposers concerning the proposal and award of non-exclusive rental car concession privileges at the Truckee Tahoe Airport. This Request for Proposal is for one (1) rental car concession opportunity and is not intended to completely define the proposed contractual relationship to be entered into by Truckee Tahoe Airport and the successful proposer.

The Truckee Tahoe Airport is an FAA designated public General Aviation Airport. It is situated in Martis Valley approximately two miles southeast of Truckee, California and seven miles north of Lake Tahoe. The Airport straddles both Nevada and Placer County lines and is managed by the Truckee Tahoe Airport District, a bi-county Special District of the State of California. The Truckee Tahoe Airport serves private and charter aircraft, but offers no scheduled commercial flights. The District is home to 35,000 full-time residents and 80,000 peak period visitors.

Leased Premises, Vehicle Parking and Storage:

The WOB was constructed in 2016. Available is approximately 1,000 square feet of office space of the building located at the corner of Truckee Airport Road and Chandelle Way identified in Exhibit A and 12 Parking Areas to be assigned by the Airport District. Current rent for the office space and applicable to the lease agreement is \$1.37/square foot, CAM is \$0.74/square foot, and parking is \$25/space. The Lease will also be subject to a 10% concession fee.

Compensation:

The lease will include office space, parking spaces, and a concession agreement subject to a 10% fee. See Exhibit B – Concession Fee for specifics that the successful proposer can expect regarding the Concession Fee and compensation to the Airport District. The Truckee Tahoe Airport District does not charge a Customer Facility Charge (CFC) fee.

Term:

The term of the lease and concession agreement shall be for a three (3) year period with the option to extend after the original lease term.

Minimum Services and Operating Requirements:

The successful proposer/concessionaire shall be responsible for the following:

- Service shall be prompt, courteous and efficient. Concessionaires shall employ at all times, a sufficient number of personnel necessary to assure prompt service.
- Select and appoint a full-time experienced licensed manager fully authorized to represent and act on behalf of the concessionaire in all matters pertaining to its business operation.
- Shall be responsible for the conduct, demeanor and appearance (properly uniformed/identified) of its officers, agents, employees, suppliers and representatives.
- The concession premises shall be kept in clean, neat, businesslike, and orderly condition at all times and the concessionaire shall provide for timely disposal of trash and debris.
- Assure that the concessionaire's agents and employees do not engage in the solicitation of, or pressure sales tactics for, services offered on or about the Airport.
- Concessionaires and its agents and employees shall not engage in open or public disputes, disagreements, or conflicts tending to deteriorate the quality of the automobile rental service and its compatibility with the best interests of the public at the Airport.
- Assure that revenue reporting will be submitted electronically to the Airport by the twentieth (20th) day of the month for the preceding month.

Minimum Company Requirements:

In order to ensure a high level of service to the traveling public, the Airport will consider proposals from companies with experience in the rental car business. Each proposer must demonstrate that:

- It has been engaged in the rental car business and for
- It can provide a national credit card system and national reservation system for customers
- It has written standards, specification and procedures for the condition and maintenance of its vehicle fleet

Insurance

Comprehensive General Liability – Five Million (\$5,000,000.00); and Automobile in the amount of Five Million (\$5,000,000.00). Workers Compensation insurance shall meet Statutory Requirements. The Truckee Tahoe Airport District may reasonably require other insurance.

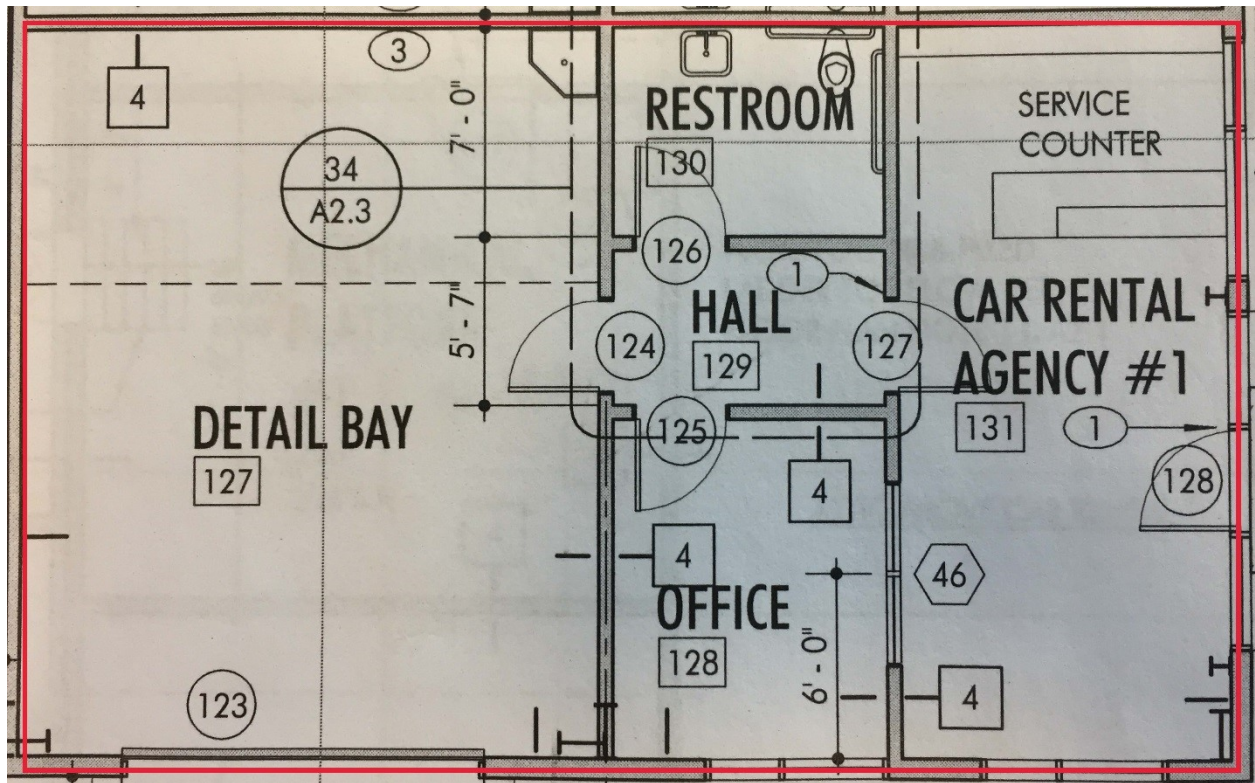
Please direct all questions regarding the RFP to:

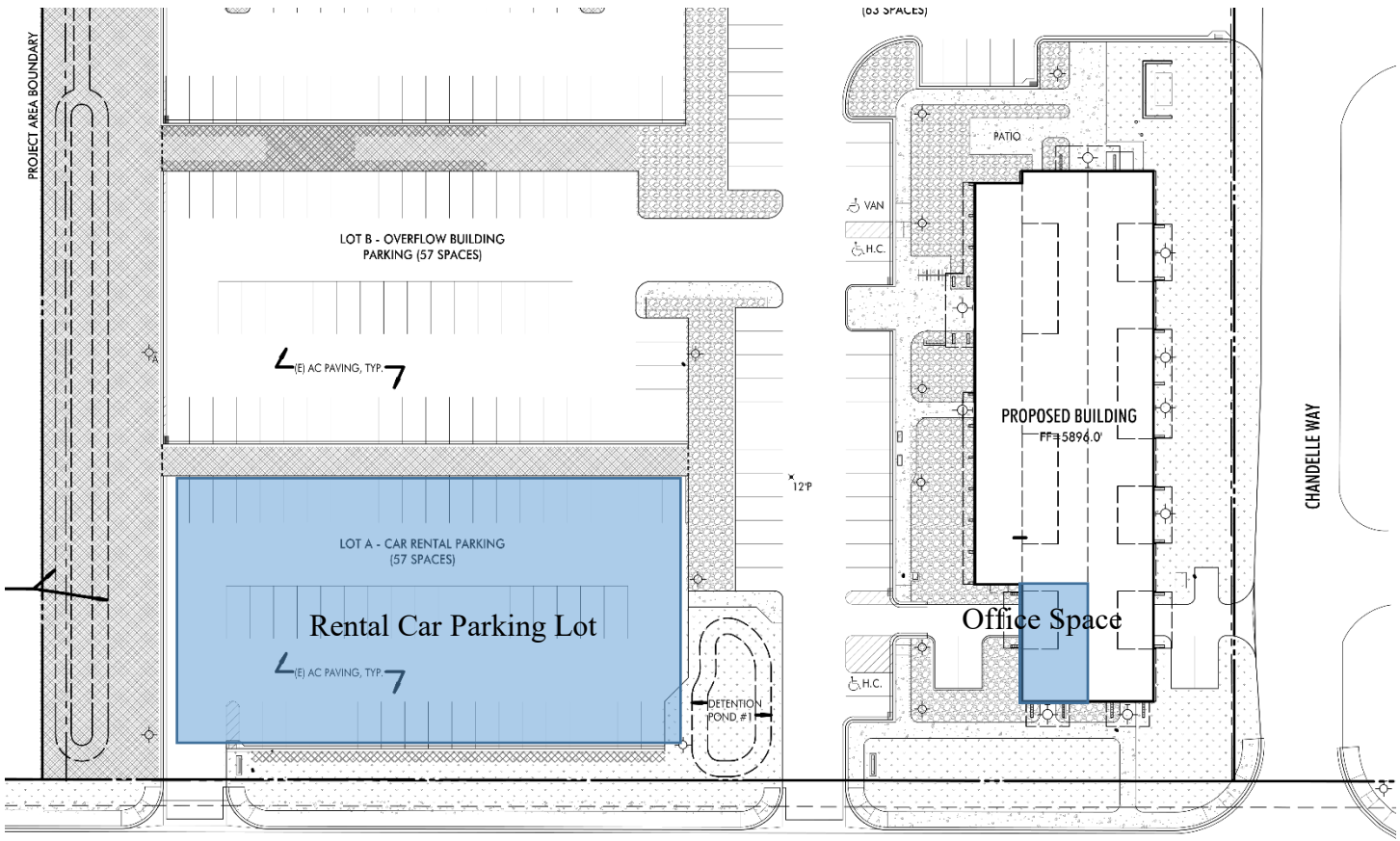
Kevin Smith, General Manager
 Truckee Tahoe Airport District
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 Truckee, CA 96161
kevin.smith@trucketahoeairport.com
 (530) 587-4119 x 105

Proposals may be submitted in person, by mail to the Administrative Office, or by email, but must be received no later than 5:00 PM on March 15, 2021. Late proposals will not be considered. All proposals are deemed confidential and will be retained by TTAD. The General Manager and Staff reserve the right to reject all proposals, to request additional information concerning any proposal for purpose of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the District as determined by the General Manager.

**LEASE AND CONCESSION AGREEMENT
EXHIBIT A**

Premises includes paved surface access





TRUCKEE TAHOE AIRPORT ROAD

Concession Fee Exhibit B

(a) LESSEE shall pay to District a concession fee which shall be equal to ten percent (10%) of Tenant/Concessionaires gross receipts during the month for which such fee shall be due, or a Minimum Annual Guarantee in the sum of \$2,400 (\$200.00 per month), whichever is greater. For the purposes of this section, "gross receipts shall include all receipts generated from customers at the Airport, including those that are picked up by concessionaire or concessionaire's agents at the Airport, whether by cash or credit. "Customers at the Airport" shall include those that arrive by aircraft, drive to Concessionaire from other locations, or otherwise secure the services of Concessionaire at the Truckee Tahoe Airport. "Gross receipts" shall include motor vehicle rental charges, time charges and/or mileage fees; fees paid for acceptance of personal accident, collision damage waiver, or other types of insurance; fees generated from contracted service with other Airport tenants and users, or other third parties at the Airport; and, other rental fees including but not limited to, rental of infant car seats or other equipment. Receipts not reported include this concession fee, the amount of any federal, state or local sales tax; sale of uniforms or clothing when such uniforms or clothing are required to be worn by Tenants employees or agents; resale of petroleum products, including fuel and oil, provided that such resale fees are stated as part of Concessionaires standard agreement with its customers; corporate discounts, so long as such discounts are based on pre-arranged or negotiated corporate contracts, and any applied employee discounts and promotional discounts. Also excluded from gross revenue are: 1) sums received for damage to automobiles or Lessee's property or for loss, conversion or abandonment of such automobiles and property; and 2) sums received for the reimbursement of administration expenses, citations, fees and tolls issued by law enforcement of other governmental or quasi-governmental authority which have been paid by Lessee.

(b) Lessee shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions, whether cash or credit, in a cash register or registers having tape that accumulates and consecutively numbers all purchases. Lessee shall keep:

- (i) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied, including, without limitation, a sales journal, general ledger, and all bank account statements showing deposits of Gross Sales revenue;
- (ii) all cash register receipts with regard to the Gross Sales, credits, refunds, and other pertinent transactions made from or on the Premises (including the Gross Sales of any subtenant, licensee, or concessionaire); and
- (iii) detailed original records of any exclusions or deductions from Gross Sales (including any exclusions or deductions from Gross Sales of any subtenant, licensee, or concessionaire). These books, receipts, and records shall be kept for a period of two (2) years after the close of each Lease Year, and shall be available for inspection and audit by District and District's representatives at the Premises at all times during regular business hours. In addition, on request of District or District's representatives, Lessee agrees to furnish copies of Lessee's state and local sales and use tax returns, if required to be filed in the state where the Premises are located.

(c) Within twenty (20) days after the end of each calendar month, commencing with the twentieth (20th) day of the month following the calendar month in which District's obligation to pay the Concession Fee commences and ending with the twentieth (20th) day of the month following the last month of the Term, Lessee shall furnish District with a statement, to be certified as correct by Lessee or the employee of Lessee authorized so to certify, that sets forth Lessee's Gross Sales per this Article Six for the month just concluded ("Monthly Sales Statement"), including any authorized exclusions and deductions. With each Monthly Sales Statement, Lessee shall pay to District as Percentage Rent an amount equal to the percentage factors set forth in Section A. (2) of this Article Six. Once with respect to each Lease Year and within two (2) years after its end, whether during or after the Term, District may cause an audit of Lessee's business by an independent accountant of District's own selection, and if any monthly report made by Lessee to District is found to be more than 2% less than the amount of Lessee's actual Gross Sales for the period covered by this statement, Lessee shall immediately pay to District the cost of the audit and any additional Percentage Rent shown to be payable by Lessee, together with interest from the original due

date at rate of 10% per annum; otherwise, the cost of this audit shall be paid by District. If Lessee fails to provide to District any Monthly Sales Statement at the time and in the manner specified in this Lease, this failure shall constitute a default under this Lease and District shall have the right, in addition to any other rights or remedies it may have under this Lease, to conduct an audit to determine these sales, and Lessee shall immediately reimburse District for the cost of the audit on written demand by District. If any Monthly Sales Statement is found to be more than 2% less than the amount of Lessee's Gross Sales shown by this audit, the understatement shall be deemed willful and District may terminate this Lease upon written notice given at any time within thirty (30) days after receipt of the audit by District. If at any time Lessee causes an audit of Lessee's business at the Premises to be made by an independent accountant, Lessee shall furnish District a copy of the report of this audit at no cost to District, within ten (10) days after Lessee's receipt of the audit report.

(d) The acceptance by District of any monies paid to District by Lessee as a Concession Fee for the Premises as shown by any Statement furnished by Lessee shall not be an admission of the accuracy of the statement or of any of the monthly statements furnished by Lessee during the Lease term, or of the sufficiency of the amount of the Concession Fee payments, but District shall be entitled at any time within two (2) years from the end of the Lease Year for which any of the Concession Fee payments have been paid to question the sufficiency of the amount paid and the accuracy of the statements furnished by Lessee to justify the amount Lessee shall, for each period of two (2) years, including the two (2) years following the end of the Term, keep safe and intact all of the records, books, and accounts required, and shall upon request make these records available to District, District's auditor, representative, or agent for examination at any reasonable time during this period.