

CONTRACT AWARD	
AB2021-19 LEASE OF SPACE AT THE TRENTON-MERCER AIRPORT FOR AUTO RENTAL	
RESOLUTION: 2023-408	
CONTRACT TERM: JULY 1, 2023 THROUGH JUNE 30 ,2024	
NUMBER OF BIDDERS	1
NAME OF BIDDER	ENTERPRISE LEASING COMPANY OF PHILADELPHIA, LLC D/B/A ENTERPRISE RENT-A CENTER NATIONAL CAR RENTAL
ADDRESS	3011 ADMIRAL WILSON BLVD.
CITY, STATE, ZIP	PENNSAUKEN, NJ 08109
CONTACT	DANIEL P SMITH
TELEPHONE	215-356-7157
FAX	N/A
E-MAIL	DANIEL.P.SMITH@EHI.COM
NJ SAVI DESIGNATION	N/A
ANNUAL GUARANTEED PAID TO COUNTY	\$ 151,620.00
EXCEPTIONS	YES, TTN TO REVIEW/LEGAL

Approved as to Form and Legality

Date

.....
County Counsel

May 25, 2023
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COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO "EXERCISE AN OPTION TO EXTEND" THE AWARD OF BID CONTRACT WITH ENTERPRISE LEASING COMPANY OF PHILADELPHIA LLC., FOR LEASE OF SPACE FOR AUTO RENTAL AT THE TRENTON-MERCER AIRPORT. AMOUNT OF TEN PERCENT OF THE GROSS REVENUE DERIVED FROM AIRPORT RENTALS OR MINIMUM GUARANTEED REVENUE OF \$151,620.00 PER YEAR; MINIMUM FIXED BASE RENTAL FEE FOR COUNTER AND PARKING SPACE: \$4,374.00. PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2024. (AB2021-19)

WHEREAS, pursuant to the provision of N.J.S.A. 40A:11-15, the governing body may include provisions for a contract extension upon a finding by the governing body that the services are being performed in an effective and efficient manner; and,

.....
Clerk to the Board

RECORD OF VOTE

COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X						Melker	X					
Frisby	X					✓	Stokes	X				✓	
Lewis	X						Walter	X					
McLaughlin	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded

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WHEREAS, the County of Mercer entered into an Award of Bid Contract with Enterprise Leasing Company of Philadelphia LLC., 3011 Admiral Wilson Blvd., Pennsauken, NJ, 08109 for lease of space for auto rental at the Trenton-Mercer Airport in the amount of ten percent of the gross revenue derived from airport rentals or minimum annual guaranteed revenue of \$151,620.00 per year; minimum fixed based rental fee for counter and parking space in the amount of \$4,374.00 for a period of two (2) years for the County of Mercer with an Option to Extend one (1) year as per Resolution No. 2021-507, adopted on September 9, 2021; and,

WHEREAS, the County of Mercer is desirous of exercising the Option to Extend the Award of Bid Contract with Enterprise Leasing Company of Philadelphia, LLC., for the leasing of space at the Trenton-Mercer Airport for auto rental service for the period of July 1, 2023 through June 30, 2024; and,

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds, for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and such funds are contingent upon the inclusion in and adoption of the 2023 and 2024 Mercer County Budgets; and,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to "Exercise the Option to Extend" the Award of Bid Contract with Enterprise Leasing Company of Philadelphia LLC., for lease of space for auto rental at the Trenton-Mercer Airport for the County of Mercer for the period of one (1) year July 1, 2023 through June 30, 2024, amount not to exceed of ten percent of the gross revenue derived from airport rentals or minimum annual guaranteed revenue of \$151,620.00 per year; minimum fixed based rental fee for counter and parking space: \$4,374.00, when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Purchasing Agent for further distribution.


.....
Jerlene N. Wertz
Clerk to the Board

**SPECIFICATIONS FOR LEASE OF CAR RENTAL SPACE AT THE TRENTON-MERCER AIRPORT FOR AUTO RENTAL FOR A PERIOD OF TWO (2) YEARS WITH A ONE (1) YEAR OPTION TO EXTEND
LOCATION: 1100 TERMINAL CIRCLE DRIVE, WEST TRENTON, NJ 08628
COUNTY CONTACT: ERIC BILLOWITZ, 609.882.1601**

**SPECIFICATIONS FOR LEASE OF CAR RENTAL SPACE AT THE TRENTON-MERCER AIRPORT FOR AUTO RENTAL FOR A PERIOD OF TWO (2) YEARS WITH A ONE (1) YEAR OPTION TO EXTEND
LOCATION: 1100 TERMINAL CIRCLE DRIVE, WEST TRENTON, NJ 08628
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INTENT

The County of Mercer requests bids for the sole provider of car rental services in terminal lease space at the Trenton-Mercer Airport for the rental of motor vehicles to the public. The County shall award the contract to one (1) lessee and the awarded lessee shall have one (1) counter location. The counter currently installed at the terminal and associated peripheral furnishings shall be available to the lessee provided that they are deemed to be left by the current lessee.

CONSENT OF SURETY

Bidders shall submit a Consent of Surety. The awarded lessee shall be required to submit a performance bond in the amount of \$50,000.00.

AWARD

The award of the lease will be based upon the bidder proposing the highest minimum annual guarantee to be paid to the County for a one-year period. References in the Mercer County template to the most responsible bidder shall be interpreted as the award based upon the highest minimum annual guarantee. The decision of Mercer County shall be final and binding in all matters.

RENT (Any and all rentals and fixed charges follow the Mercer County Rates & Charges Ordinance which may be amended from time to time.)

The rent shall be \$27.00 per foot for 162 square feet or \$364.50 per month or \$4,374.00 per year for the customer service area.

The rent shall be \$75.00 per terminal area space per month, and \$50.00 per remote area space per month. Parking space assignment may be changed from time to time as determined by the Airport Manager. No more than ten (10) terminal area spaces will be available, and no guarantee of more than 50 available in the remote parking lot, as may be adjusted from time-to-time to meet operational needs. Additional or reduced parking may be negotiated with the Airport Manager during the course of the lease. Rental Car Operator is responsible for initial outfitting and signage including data and phone service as specifically required.

TERMS

The length of the lease shall be for two (2) years. The Rental Car Operator and the County may mutually agree to renew this lease on a year-to-year basis for up to a total of one (1) year based upon the rent stated above plus commission. The County, at its option, may choose not to renew the lease and re-bid the space. The County agrees to lease the property to the Rental Car Operator for a term of two (2) years plus extensions as agreed upon, but no longer than the occupancy date of a new terminal facility, whichever comes first.

PREMISES

The monthly payment shall include heat, electrical, air conditioning and nonexclusive area maintenance but shall not include exclusive area installation, repair or maintenance of telephone lines, data lines, other telecommunication lines and any other items incidental to the lessee's conduct of business.

The leased space shall consist of a total of approximately 162 square feet of space located in the Trenton-Mercer Airport Terminal Building and shall include ten (10) feet in front of the retail counter for customer queuing. The lease shall include up to ten (10) parking spaces per month, which shall be assigned by the Airport Manager; the number and location of which may change from time to time. Ten parking spaces will be the maximum number of spaces. There currently exists a vacuum/cleaning area made available and approximately 50 additional remote parking spots. Any electric/water and necessary permits are the responsibility of the tenant and at any time during this contract may be made unavailable.

The County is working to create a remote lot on Scotch Road with a car wash rack and prep area for permanent use by rental cars. It is the intent of Mercer County to relocate all car rental activity to this new lot. County will provide shuttle services to customers during air carrier operating hours. Rental Car Operator will be responsible for all other support needs. Bidders should bid accordingly.

PAYMENTS-RENT

The Rental Car Operator shall pay monthly rent in advance on/or before the first day of each month in an amount equal to the rent amount for both the floor space and corresponding parking spaces. Any payments of rent after the fifth day of the month in which it is due and owing will be subject to an 18% per annum late fee assessed from the date on which the same is due, until paid.

PAYMENTS-COMMISSIONS

As consideration for the County of Mercer granting the car rental concession rights in the terminal facility herein set forth, Rental Car Operator shall pay to the County of Mercer, on a monthly basis, 10% of the monthly gross revenue received by Rental Car Operator for the operation of the concession under this agreement. In no event shall the annual guaranteed commission payments be less than \$75,000.00 per contract year. **There shall be no year-end credit.**

Commission payments are payable on or before the 15th day following the end of each calendar month, throughout the term of this agreement. Rental Car Operator shall furnish a report for Rental Car Operators gross revenue during the proceeding calendar month, and shall simultaneously pay the County of Mercer 10% of the gross revenue. At the close of the contract year, if the minimum guarantee has not been paid, the difference between what has been paid and the minimum guarantee shall be remitted to the County within 30 days following the end of the contract year. Any payments made after the due date shall be subject to an 18% per annum late fee assessed from the date on which the same is due, until paid.

Should all commercial airline activity be suspended during the term of the agreement, the minimum annual guarantee requirement will be suspended for the period of no airline service. Only the commission requirement will remain in effect.

If the Rental Car Operator and the County mutually agree to renew the agreement for an additional year, the commissions for year three (3) will utilize the minimum guarantee provided by the Rental Car Operator for year two (2).

It should be noted that the successful Rental Car Operator shall be required to pay commission on the rental of vehicles anywhere on the Trenton-Mercer Airport property.

ACTIVITIES

The Rental Car Operator shall use the leased premises only to operate an on-airport, full service rental of motor vehicles and those ancillary uses necessary to carry out said operation. Motor vehicles shall be defined as those vehicles classified as sedans, coupes, convertibles, station wagons, four- wheel drive vehicles, mini-vans, sport utility vehicles and those vans and trucks rated one ton or less. Any other vehicle not herein described shall not be allowed. Final determination as to the availability of a specific vehicle to be rented shall be made by the Airport Manager.

IMPROVEMENTS AND MAINTENANCE

The Rental Car Operator shall accept the premises "**AS IS**" and shall make any and all improvements required to use the premises for its intended purpose. Said improvements shall become the property of Mercer County and shall be left intact at the expiration of the lease. All trade fixtures; equipment and signage installed by the Rental Car Operator shall remain the property of the Rental Car Operator. It is required that the Rental Car Operator maintain a neat and clean appearance of the rented space as observed by customer, with only direct business support equipment viewable. The parking lots must be maintained clean in appearance as it relates to its operation.

DESTRUCTION OR DAMAGE

Any destruction or damage to the leased premises shall become the full responsibility of the leasing Rental Car Operator. The Rental Car Operator shall be required to make any and all repairs to said leased premises. The County shall have no obligation to maintain, repair or replace any part of the leased premises. Failure to make said repairs may result in the immediate termination of the Rental Car Operator's lease. The Rental Car Operator shall forfeit that portion of its security deposit, which the County shall use to make the necessary repairs during the lease or following expiration of the lease.

INSURANCE

The Rental Car Operator shall maintain property damage and liability insurance coverage in an amount and in a form acceptable to the County and shall furnish the County with proof of said coverage as a condition of continued occupancy.

INDEPENDENT CONTRACTOR

The Rental Car Operator shall be an independent contractor in every respect and not an agent of the County. The Rental Car Operator shall be the sole employer of any personnel in his/her custody and control and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the Contract as well as for any claims made by or on behalf of the Tenant's agents, servants and employees arising out of their employment or work pertaining to the performance of this Contract. The Tenant shall not incur any obligation on the part of the County of Mercer without prior written consent from the Manager of the Airport.

INDEMNIFICATION

The Rental Car Operator shall accept the full responsibility for and shall defend, indemnify and save harmless Mercer County, its officials, officers, employees, and agents from all claims for all loss or damage to property and injury to persons resulting from all claims made by or on behalf of Rental Car Operator's agents, servants, and/or employees arising out of their employment or work pertaining to the operation under this Contract; moreover, Rental Car Operator shall at all times defend, indemnify and hold the County, its elected officials, officers, and/or employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorney and witness fees, and expenses incident thereto, arising out of or in connection with the execution or performance of this Contract. The Rental Car Operator shall be an independent contractor at all times and in every respect and not the agent of the County.

SECURITY DEPOSIT

The awarded Rental Car Operator shall provide to the County a Performance Bond in the amount of \$50,000. Said Bond shall be returned to the Rental Car Operator upon expiration of the lease.

RELOCATION

In the event that counter space must be reallocated, the awarded Rental Car Operator will be offered a new location. The County will bear the cost of relocation required to accommodate Airport operational or security needs. Alternatively, costs associated with relocation required due to Federal mandate, change in State or local laws, or the operational needs of the Rental Car Operator will be the responsibility of the Rental Car Operator. After any such relocation, Rental Car Operator is responsible for all costs to return the original rental space, including finishing the walls and flooring to "terminal open space" condition. The County shall review and approve all work required to move the counter space in the event that this request is exercised.

In the event that the parking lot is restructured, the parking spaces may be reassigned at a rate outlined in the most current rates & charges as may be amended from time to

time. In the event that the Trenton-Mercer Airport decides to construct a new facility, the County reserves the right to terminate the agreement and re-bid the space.

HOURS OF OPERATION

Terminal Facility Hours of Operation are defined as 5:00 A.M. to 12:00 Midnight, 365 days a year. There shall be a continuous operation for customer demand during these hours and days.

In the event of delayed flights, customer demand, any other emergency or request of the Airport Manager, the Rental Car Operator will extend their hours beyond the normal operating hours until airline operations cease for the day.

ASSIGNMENT OR SUB-LETTING

The privileges contained are for the benefit of the Rental Car Operator exclusively and the Rental Car Operator agrees that it will not assign, sub-let or under let the leased premises or any portion thereof without the prior express written consent of the County of Mercer in writing and any purported assignment in violation hereof shall be void. In no event, however, may the privileges contained in this lease or any portion thereof be assigned, sub-let or under let for any other use or intended purpose than those contained in this lease.

GENERAL PROVISIONS

The Rental Car Operator shall be required to make uniformed, professionally trained personnel available at the Airport Terminal Building during normal operational hours (5:00 A.M. to 12:00 Midnight) or in the event of delayed flights, customer demand, any other emergency or request of the Airport Manager; the Rental Car Operator will extend their hours beyond the normal operating hours until airline operations cease for the day.

The Rental Car Operator shall abide by Federal, State and local laws, rules and regulations which are currently in effect and any and all laws, rules and regulations which may take effect during the term of the lease. Rental Car Operators agree to pay all real property taxes, special taxes or assessments, if any, and all property taxes on personal property associated with their concession.

The Rental Car Operator shall abide by all reasonable requests and orders of the Airport Manager or his/her designee. There are presently no permanent vehicle cleaning facilities on airport property. Rental Car Operator shall make their own facility arrangements to clean, wash or otherwise maintain any vehicle in its fleet should the temporary location be deemed unsuitable.

The Rental Car Operator may be requested to provide to the Airport Manager a list of charges for similar vehicles in similar Airport facilities. The Rental Car Operator agrees that the rates charged at the Trenton-Mercer Airport Facility will not exceed those charged at a similar facility by more than 10%.

Failure to comply with any of the above provisions may be cause for immediate termination of the Rental Car Operator's lease with the County. All and any conditions not covered by these specifications shall be addressed in the final lease. The successful

Rental Car Operator shall begin service within sixty (60) days of awarding of contract. The County of Mercer has the right to reject any and all bids prior to the final award.

DISADVANTAGED BUSINESS ENTERPRISE

The County of Mercer invites and encourages Disadvantaged Business Enterprises to bid on this lease. Businesses that qualify as a Disadvantaged Business Enterprise must provide any and all necessary documentation.

CONTRACT ADMINISTRATION

The County and awarded Rental Car Operator shall agree to schedule a contract kick-off meeting to familiarize personnel with the terms and conditions of the contract.