

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT

**Amendment No. 1**

**March 24, 2026**

The State amends the ITB documents for the On-Airport Rental Car Concession Agreement ADA-32683, as follows:

The ADA-32683 On-Airport Rental Car Concession Sample Agreement is amended as follows:

Page 7: Article I. DEFINITIONS, Section X. Gross Revenues, Subsection 5. now reads: “The term “Gross Revenues” excludes only the following. Each exclusion from Gross Revenues shall be segregated as a separate line in the Concessionaire’s **general ledger.**”

Page 10: Article I. DEFINITIONS, Section LL. Required Operation Period is now defined as: “**A period commencing immediately upon the expiration of the Term as defined by the State under the terms of this Agreement whereby the Concessionaire is obligated to continue to operate and manage its On-Airport Rental Car Concession under the same obligations and performance requirements set forth herein except with respect to the Concession Fee that shall be the Percent Fee.**”

Page 11: Article I. DEFINITIONS, Section SS. Voluntary Holdover is now defined as: “**A month-to-month tenancy commencing immediately upon the expiration of the Term, unless a written agreement extending the Term is executed, during which the Concessionaire's obligations and performance remains subject to the same terms and conditions set forth herein, until terminated by either Party upon thirty (30) days' written notice.**”

Page 11:

Article III. TERM, Section B. now reads: “In order to avoid an interruption of services to the public or revenues to the State, and to facilitate fair and orderly selection of, and transition to, any successor Concessionaire, the State may, by written notice to the Concessionaire not less than sixty (60) days before the end of the Agreement term, require the Concessionaire to continue to operate and manage the On-Airport Rental Car Concession at the Airport as set forth in this Agreement beyond the end of the Agreement term. The **Required Operation Period**, which shall be determined by the State, shall not exceed one (1) year from the expiration date of the Agreement term. **The Concession Fee during any Required Operation Period shall be the Percentage Fee**”

Page 12:

Article III. TERM, Section C. now reads: “If the Concessionaire holds over without a written extension after this Agreement expires **and is not required under Article III(B)**, the **Voluntary Holdover** over does not operate as a new agreement or an extension of the rights granted under this Agreement, but, with the consent of the State, creates only a month-to-month tenancy, regardless of any rent payment that the State accepts. The Concessionaire's obligations for performance under this Agreement will continue during the month-to-month tenancy. Either party may terminate the holdover tenancy at any time by giving the other party at least thirty (30) days written notice. Unless otherwise mutually agreed to by both parties, payment for any holdover period is the greater of the MAG or a percentage of the Concessionaire's Gross Revenues as described in Article VI (Fees and Payments) herein.”

Page 38:

Article XI. AUDITS, REPORTS, BOOKS, AND RECORDS, Section C. Concession Underpayments, Subsection 1.c. now reads: “if the underpayment is more than **five percent (5%)** in any fiscal year, all audit costs that the State incurs, including salary and benefit costs of the auditor.”