

**Changes to the RAC RFP:**

- A. RFP Submittal Date is changed from **November 11<sup>th</sup> to November 10<sup>th</sup>** as described in **Addendum #5**. Please submit your company’s proposal prior to **2 pm PST** on **November 10<sup>th</sup>**.
- B. Exhibit C #4 states: “ Proposer if selected, intends to operate under the brand name or brand names listed below: Said operations will be limited to no more than the brand name or the **two** brand names listed.”

Changed to:

Proposer, if selected, intends to operate under the brand name or brand names listed below: **Said operations will be limited to no more than the brand name or the **three** brand names listed.**”

- C. Section 2.03 last sentence in paragraph states The Proposer agrees it will rent motor vehicles to walk-up customers, ticketed Airline passengers, and any other customer who so chooses to rent.

Changed to:

The Proposer agrees it will rent **ICE, CNG, Hydrogen, Hybrid, and/or Electric vehicle approved to operate on public roadways** to walk-up customers, ticketed Airline passengers, and any other customer who so chooses to rent **“and who meet minimum rental qualifications.”**

- D. Section 2.04 (A): Is deleted from the RFP. Incumbents will be allowed to remain within their counter and office space if successfully selected through the evaluation process.
- E. Incumbents are waived from providing references in reference to Exhibit E.

**RFP Questions and Answers:**

1. Please confirm that all the terms and conditions specified in the RFP, and any/all issued addenda will be incorporated herein and made a part of the Concession Agreement. Specifically, please add language to the RFP and to the Concession Agreement which states: ***“The Request for Proposals, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement.”***

**Port’s Response: The Port finds the request reasonable and will include any approved changes made to the Concession Agreement.**

2. Will the Port provide a drawing depicting the premises of the Vehicle Wash Facility?

Port's Response: A drawing of the current vehicle wash facility is attached.

3. We respectfully request that all modes of car rental be held to a level playing field with regard to all access and fee (e.g., concession fee, rent, CFC) requirements. This level-playing field should include all off-airport rental car operators and peer-to-peer ("P2P") rental car operators.

Port's Response: The Port does not have off-airport agreements with outside rental car agencies or P2P operators.

4. Will the Port please provide a copy of its current off-airport rental car agreement?

Port's Response: The Port does not have off-airport agreements with outside rental car agencies or P2P operators.

5. Will the Port please confirm all access and fee requirements for off-airport rental car operators at the airport?

Port's Response: The Port does not have off-airport agreements with outside rental car agencies or P2P operators.

6. Will the Port please provide a copy of the its current P2P rental car agreement?

Port's Response: The Port does not have off-airport agreements with outside rental car agencies or P2P operators.

7. If there is not a signed P2P agreement in place today at the airport, will the Port please confirm what access and fee requirements will be implemented for P2P rental car operators going forward?

Port's Response: The Port will address P2P operators as non-concessionaire contracts and structure them to ensure that concessionaire agreements under this RFP are not disadvantaged.

8. Will the Port allow a public opening (e.g., Zoom or Microsoft Teams meeting) of the proposals on the Proposal Due Date immediately following submissions where the name of the Proposer, the brand or brands proposed, and the MAG proposed are read aloud?

Port's Response: A public records request can be made for any/all information contained within bids after contracts have been awarded.

9. A company's concern whether or not they are in financial good standing with the Port.

Port's Response: The Port will notify incumbents of any outstanding debt owed. If no notification is received, your company is in good standing.

10. We respectfully request proposals are evaluated/awarded based solely on MAG rather than a points scale for evaluation and award. Please confirm.

Port's Response: The Port will apply the evaluation criterion as shown in sec. 1.08.

11. Please confirm that incumbent operators will receive points for Item 4 (background and experience with respect to minimum qualifications) being that incumbent operators already meet such qualifications.

Port's Response: Item #4 and #5 of the evaluation criteria in section 1.08 includes a total of ten (10) possible points that will evaluate experience and qualifications.

12. Section 1.08 (p. 7) Proposal Evaluation: How will Proposer be evaluated for 'Item 3 – proposer's commitment to the airport's schedule to meet customer demand'?

Port's Response: The Port will evaluate this area by reviewing the proposers' submission of the proposers' hours of operation and the proposers' extended hours of operation that would accommodate the customer's rental car reservations during late arrivals. The proposer shall keep the Premises open for business during such times necessary to meet reasonable demands for vehicle rental services from potential Airport Customers, as determined by the Contract Administrator. At a minimum, the proposer shall provide rental services to Airport Customers during all hours of passenger air carrier operations at the Airport. Except in case of an emergency, customer service counters shall be staffed during all hours of operation. In the event that customer service counters cannot be staffed because of an emergency, the proposer shall post a toll-free telephone number in a place visible to the public that provides the public with direct communication to staff who can provide services to potential Airport Customers. In addition, the Port will consider each proposer's plan on how it will meet customer demand during peak travel periods throughout the year.

13. Please describe how does Proposer can indicate commitment in order to be awarded the 15 points in this section?

Port's Response: The proposer will be awarded the full amount in Item 2 (ACDBE Participation) if they are able to meet or exceed the Port's ACDBE Goal of 2.77%.

14. Please confirm that if the Port accepts fewer than 4 Proposals, no additional rental car operator will be added during the term of the Agreement, other than those companies that are successful in this BLI bid process. The argument against allowing an additional operator to be added during the term, is that a rental car company should not be allowed to NOT respond at the time of RFP and wait until it sees which entities propose and what MAGs are proposed, and then enter into a contract with the minimum required. This undermines the RFP process.

Port's Response: The Port will not allow or negotiate additional RACs submitting a proposal on any date outside this RFP submission due date or within the Port/RAC contract period.

15. Please confirm this award methodology for counters is correct. Further, please specifically define the period of time used to determine market share.

Port's Response: The award methodology is correct. Year 2022 to date will be used for the market share reporting. To date, 2022 is stronger than the complete year of 2019.

16. Please confirm the Port is aware incumbent operators meet the minimum qualifications and additionally are waived from the requirements of this section 2.03 subsections 1 through 3.

Port's Response: Incumbents will be waived from section 2.03 subsections 1 through 3.

17. Proposers are required to have no less than 40 rental cars per day? We do not understand the requirement or how this would be tracked.

Port's Response: Incumbents are waived from providing proof of meeting the fleet requirements. However, incumbents must demonstrate within their submitted proposal on how they plan to meet the peak deplaned passenger activity and customer needs at BLI.

18. Please eliminate this requirement or confirm that the 40 cars is the minimum 'fleet' not 'cars per day'.

Port's Response: Incumbents are waived from providing proof of meeting the fleet requirements. However, incumbents must demonstrate within their submitted proposal on how they plan to meet the peak deplaned passenger activity and customer needs of BLI.

19. Proposer's vehicles are required to have 40,000 miles or less. Given the extreme challenges with procuring new vehicles today and the ongoing CHIP shortage, limiting vehicle production, please eliminate this requirement. RACs cannot control the availability of new cars in the market and are being required to keep cars longer than normal simply to be able to have cars available. During these extremely uncommon times, it is not possible for RACs to assure that vehicles will not exceed this cap over the next few years.

Will the Airport please remove this requirement or delay its implementation for a few years?

Port's Response: The Port removes and replaces as follows: Proposers shall maintain a fleet adequate in number to meet all reasonable demands for the services provided. Vehicles shall be models of the current year, or up to two years immediately prior to the current year. All vehicles shall be maintained in good and safe operating order, free from any known mechanical defects, and be clean, sanitized, and in attractive condition inside and outside.

20. Will the Port eliminate increased MAG for multiple branding?

Port's Response: The Port's MAG rates are the lowest amongst similar regional airports in the state of WA. The Port issued an addendum (Addendum No.2 Section 2.03). Furthermore, the Port will not assign preference to counter space based on MAG. The Port will allow incumbents to remain at their present location if selected through the evaluation process. However, MAG will remain as specified.

21. We request the following language is added to the last sentence of section 2.03 subsection 1 such that it reads: "The Proposer agrees it will rent motor vehicles to walk-up customers, ticketed Airline passengers and any other customer who so chooses to rent **"and who meet minimum rental qualifications."** Please confirm.

Port's Response: The Port finds the additional language of **"and who meets minimum rental qualifications."** acceptable.

22. There is no justification for the proposed minimum bid amounts. Today's rental rates cannot be expected to remain at the current level. They will decline as vehicle availability and airport business normalizes. 2019 was the last 'typical' year for rental car business. The proposed minimum MAG bid exceeds the 10% of revenue from 2019.

Port's Response: Despite the shortages of vehicles, the market share report YTD for 2022 has surpassed the entire year of 2019, and all companies YTD for 2022 have exceeded the RFP MAG rate by the end of the 3<sup>rd</sup> quarter, of 2022. As commercial service increases YoY, so will tenant operations, the Port deems the MAG rates reasonable.

23. Please reduce minimum MAG bids to \$60,000 for single branded bid which would reflect approx. 80% of the revenue produced in the most recent 'typical' year for rental car revenue. MAG bids are not intended to be IN EXCESS of what a rental car company can generate during a typical business year.

**Port's Response: The Port deems the RFP MAG rates reasonable.**

24. Section 2.04 (p. 10) Counter and Office Location - This section indicates the selection order and choice of counter and office location will be determined by cumulative MAG high to low. This conflicts with language in Section 2.01 as pointed out in prior question.

**Port's Response: Section 2.04 (A) is deleted and removed from the RFP. However, cumulative MAG will remain part of the evaluation process.**

25. Please confirm that counter location and order of selection will be determined by market share and please confirm the specific period of time used to determine market share will be Calendar Year 2019.

**Port's Response: Section 2.04 (A) is deleted and removed from the RFP. Stall allocation for the ready/return lot will be based on the actual to-date in the year 2022.**

26. Will the Port confirm the initial allocation and selection order of counter/office will be based on market share, and confirm that the period of time used to determine market share will be Calendar Year 2019?

**Port's Response: Section 2.04 (A) is deleted and removed from the RFP. Stall allocation for the ready/return lot will be based on the actual to-date in the year 2022.**

27. Will the Port confirm the initial allocation and selection order of Ready/Return stalls will be based on market share, and confirm that the period of time used to determine market share will be Calendar Year 2019?

**Port's Response: Stall allocation for the ready/return lot will be based on the actual to-date in the year 2022, which reflects the majority of the trend of the 2019 market share.**

28. Proposal Security (bid bond). Will the Port clarify to whom the bid bond should be payable to?

**Port's Response: Bid Bonds shall be payable to the Port of Bellingham**

29. Will the Port confirm that the proposal security (bid bond) will be returned post-bid?

**Port's Response: Surety Bonds will not be sent back. If a cashier's check is used, the Port will return the check once the contracts are in place and proposers have satisfied their proposal.**

30. Exhibit C, Letter of Transmittal Form (p. 14) –

Question #4 needs to be updated/corrected to three brands to align with Addendum 2, which allows proposers to multi-brand.

**Port's Response: The Port will accept no more than three (3) brands in Exhibit C, item 4.**

31. Will the Port issue an updated/corrected form?

Port's Response: The addendums on the Port's website include all of the revisions in which it is the proposer's responsibility to track all of the changes and modifications issued by added to the RFP. More importantly, the Port legally cannot change the published original document.

32. Question #4 indicates operations will be limited to the brand or brands listed on this form. On the contrary, Section 4.1 of the Agreement states, changes in brands or use of additional brands requires prior approval. Will the Port confirm proposers will **not** be allowed to change or utilize additional brands during the terms (Proposers will **only** be allowed to operate those brands specified in this proposal)?

Port's Response: Correct, companies with active contracts are not allowed to change branding without an amendment to the original contract.

33. Will the Port waive form Exhibit E for incumbent operators?

Port's Response: The Port will waive references for incumbent operators in reference to Exhibit E.

34. Will the Port eliminate all forms and make ACDBE a post-bid requirement of successful proposers that have been awarded the concession.

Port's Response: No, the ACDBE forms are all required as part of the proposer's submission and evaluation criteria.

35. According to Section 2.01 of the RFP (P. 8), up to four on-airport concessions will be awarded. If the airport receives fewer than four acceptable proposals, what will it do with the unoccupied counter(s)?

Port's Response: Unoccupied counters will be unused unless a RAC requests to add the space to its lease.

36. Per Addendum No. 1, the current due date for proposals is November 11<sup>th</sup>. Given that this is Veteran's Day, we request that the airport postpone the due date to 11/15. If the airport plans on keeping the due date as scheduled, will the office be closed on November 11<sup>th</sup> in observance of the holiday? If so, how will we be able to hand-deliver the proposals on that day?

Port's Response: Addendum #5 addresses a new submittal date of November 10<sup>th</sup>. November 15<sup>th</sup> as a proposed date would not give the selection committee adequate time to review all of the proposals.

37. Section 1.05 of the RFP (P. 5) requires that the date advertised for the opening of the proposals be written on the front of the envelope containing documents to be submitted. Please confirm what that date is, as it does not appear to be contained in the proposal.

Port's Response: "The date advertised for the opening" is the date of the "Due or Submission Date" on the cover sheet and in section 1.02 – November 10<sup>th</sup>.

38. The signatures on both Exhibit C of the RFP (P. 16) and the sample lease (P. 56) must be notarized. Due to the shift to remote work, it is now significantly more difficult and time-consuming to obtain notarized signatures. As a result, we request that the airport remove this requirement.

Port's Response: Exhibits C and D must be notarized as per WA State law. The sample lease does not require to be signed nor notarized as this lease is to serve as a sample for review. Only selected proposers will be required to sign the lease.

39. Section 2.03 of the RFP (P. 10) requires all proposals to contain a minimum acceptable MAG guarantee. We object to this requirement. The only time over the past five years where the revenue generated by each of the RACs would *not* trigger payment of a MAG under the current requirements of the RFP is 2022 when the combination of supply chain issues and increased post-pandemic travel resulted in artificially inflated rates. This being the case, the current MAG requirements in the RFP would immediately expose most of the RACs operating at BLI to a MAG miss. Needless to say, this would place significant and unreasonable financial pressure on the RACs. Therefore, we respectfully request that the RACs be allowed to operate at BLI without a MAG, as has been the case for more than 20 years. If BLI nonetheless insists on imposing a MAG requirement on the RACs over our most strenuous objections, then we respectfully request that it lower the MAG guarantee to \$50,000 for a single brand and \$100,00 for multiple brands. While this would still place significant financial pressure on the RACs, it would at least be manageable and ensure that we can operate effectively and ensure the highest level of service for travelers at BLI.

**Port's Response:** Section 2.03 will remain with no change to MAG.

40. We request that the selection criteria in Section 1.08 of the RFP (P. 7) be limited to the financial proposal only.

**Port's Response:** Evaluation criteria will remain as required.

41. Please confirm that the counter installations required by Section 2.04 of the RFP (P. 10) are only required for new entrants and RACs that move.

**Port's Response:** Section 2.04 has been removed and deleted from the RFP.

42. Please confirm incumbents are waived for purposes of Exhibit C of the RFP (P. 14-17).

**Port's Response:** Questions 7 – 10 in Exhibit C do not need to be completed by incumbent on-airport concessionaires, however, the Port reserves the right to require apparent successful Proposers to complete and submit such documents.

43. Please waive questionnaire requirements in Exhibit F of the RFP (P. 19) for incumbents.

**Port's Response:** Please see Addendum #4.

#### **Lease Questions**

1. Article 2 Definitions: Will the Port please incorporate the following definition into the agreement: ***A "Rental Car Company" is Any business that, directly or indirectly, provides, procures and/or brokers rental vehicles as part of its business and/or conducts, facilitates, and/or manages vehicle rental activities as part of its business. This includes, but is not limited to, traditional rental car businesses, brokers for car rental businesses, rental car delivery companies, peer-to-peer car rental businesses and car sharing businesses.***

**Port's Response:** Article 2 lease language will remain as is.

2. Please explain Rent for “Vehicle Wash Facility Rent”. Is each Concessionaire charged both a “Rental car parking space” rent AND a “Vehicle Wash Facility Rent” for each of the ready return stalls they are assigned? Why are there two rent factors for the same spaces?

Port’s Response: Vehicle Wash Facility Rent is to cover the cost of the upkeep and maintenance of the facility itself.

3. Article 3.1.5 (pg 30) – please clarify in what year the first reallocation of Ready/Return stalls will be reallocated.

Port’s Response: 2024 is when the reallocation of Ready/Return will be evaluated.

4. Section 3.2.b (pg 31) – last sentence indicates that MAG will be set at 110% of the MAG listed for the last year of the agreement. This is unacceptable and unfair. Airport should not be given the right to forego a new contract at the end of this Term, simply because it assesses the business climate to be such that going into holdover would be more advantageous than going back to bid. MAGs should not be impacted by a holdover and the Airport should not be allowed to make decisions in this manner. Airports do not increase MAG during holdover.

Will the Airport please remove this sentence entirely or modify to indicate that the MAG will be equal to the 5<sup>th</sup> year MAG amount? Section 3.2.b (pg 31)

Port’s Response: As activity increases year-over-year, the airport’s operating expenses do as well. The MAG is an annual guarantee for the airport from its business operators as part of conducting business on airport property. Other airports do contain an increase of MAG during the holdover. Section 3.2b will remain as is.

5. Will the Airport please include reasonable MAG Abatement language which indicates that if passenger counts drop by more than 15% for 3 consecutive months that MAG will be abated and only the Concession Fee will be due. When passenger traffic returns to greater than 85% of the prior year for 3 consecutive months, MAG will be reinstated.

Port’s Response: The Port finds it reasonable to include MAG Abatement language indicating that if passenger counts drop by more than 15% for 3 consecutive months that MAG will be abated and only the Concession Fee will be due. When passenger traffic returns to greater than 85% of the prior year for 3 consecutive months, MAG will be reinstated.

**The following language will be added to the end of Paragraph 3.2.**

***Lessee shall pay only the Percentage Fee – irrespective of MAG – during those months in which the Port experiences passenger counts drops of fifteen percent (15%) or more for three (3) or more consecutive months. For example, only the Percentage Fee would be due for April through June if the passenger count dropped from 35,000 passengers in March to 29,750 passengers in April, followed by 25,287 in May and 21,493 passengers in June.***

6. Section 3.2.1 (pg 31) – The language in this paragraph will reduce the potential that there will be under/over payments of MAG throughout the year however it does not eliminate the possibility.



Airports that require a MAG also include a section that indicates there will be a reconciliation process, at the end of each year, to determine if the RAC has overpaid (or underpaid) its commitment of ‘the greater of 10% of Gross Revenue or MAG’.

Will the Airport please include language that provides for a specific reconciliation at the end of each contract year, comparing the actual amount due from each RAC to the actual amount paid by each RAC?

Port’s Response: The Port finds it reasonable to include language in the lease for a reconciliation process.

**The following language will be added to the end of Paragraph 3.2.1.**

**In no event shall the aggregate amount of the Concession Fee payable under this section in any year exceed the greater of: (a) the MAG for such year; or (b) the total Percentage Fees for such year. By February 1 of each year, Lessee shall review the Concession Fees paid and Gross Revenues for the period and notify the Lessor of any overpayment in the prior year. Any overpayment by Concessionaire that was timely submitted to Lessor shall be applied as payment and credited toward Concession Fees due in the succeeding month(s) and, in the last year of the Term, shall be refunded within thirty (30) days following receipt of an invoice for such overpayment.**

7. Will the Airport please include language that requires at least 24 hours’ notice before entering Lessee’s premises?

Port’s Response: No. The Port, during emergencies will require access at all times. These emergencies are not limited to fire alarm systems, water system emergencies, emergencies that fall under the airport security program, and airport emergency plan.

8. Please include a Most Favored Nations provision in the agreement. We suggest the following language: *“In the event that any contract granted by the Board to any other Rental Car Company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the Port shall give due diligence to ensure all rental car companies will be able to compete on terms as equal as possible with all other rental car companies, and to ensure that no individual rental car company or companies shall enjoy any rights or privileges more favorable to any such individual company or companies than those enjoyed by the all rental car companies.*

Port’s Response: **The Port finds it reasonable to added as a new paragraph in Article VIII:**

***In the event that any contract granted by the Board to any other Rental Car Company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces, the location of the concession area, MAG amount, etc.), then this Agreement shall be amended to include***

*such more favorable terms and any offsetting burdens that may be imposed on any such other company.*

9. Please add the following language as shown to the end of the last sentence such that it reads as follows: “.....and Lessor’s casualty policy from any claims for loss or damage to Lessee’s property arising from a general liability loss.” Please confirm.

Port’s Response: The Port does not find it appropriate to add language to section 5.1 “Casualty of Loss of Lessee”

10. Please delete the word “**comprehensive**” as shown and replace with “**commercial**” - “Lessee shall procure and maintain a comprehensive commercial general liability policy covering all claims...”

Port’s Response: The Port finds it appropriate to revise the language to article 5.2 as follows:

Lessee shall procure and maintain a commercial general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises or Lessor’s property) arising on the Premises or Lessor’s property as a result of, or arising out of, Lessee’s operations under this Lease. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Lessee requests and Lessor approves in writing, a lesser liability limit. If the Lessee maintains higher insurance limits than the minimums required herein, the Lessor shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences the lower limits of liability set forth above. Lessor may impose changes in the limits of liability: (i) on any Adjustment Date; (ii) as a condition of approval of assignment or sublease of this Lease; (iii) upon any breach of the environmental liability provision herein; (iv) upon a material change in the condition of any improvements; or (v) upon a change in the Authorized Use after agreed upon from Tenant. If the liability limits no longer meet requirements in 5.2, Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to Lessor

11. In reference to Article 5.2 - Please delete the following language in its entirety: “If the Lessee maintains higher insurance limits than the minimums required herein, the Lessor shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences the lower limits of liability set forth above.”

Port’s Response: The Port does not find it appropriate to delete this language from article 5.2

12. Please add and/or delete the following language as shown: “.....or (v) upon a change in the Authorized Use after agreed upon from Tenant. If the liability limits ~~are changed~~ no longer meet requirements in 5.2, Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor.” Please confirm.

Port's Response: The Port finds it appropriate to revise the language to article 5.2 only to the extent identified above.

13. Art 5.2.1 (pg 42) Policy Provisions - Please accept the following modifications to this section as shown:

~~"The foregoing insurance policy shall name Lessor as an additional named insured by way of a policy endorsement~~ where their interest may appear for liabilities arising in whole or part by the conduct of the Tenant by blanket endorsement. Lessee shall provide certificates of insurance ~~and, if requested, copies of any policy~~ to Lessor. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) ~~expressly provide that such insurance may not be materially changed, amended or canceled with respect to Lessor except upon forty five (45) days' prior written notice from the insurance company to~~ provide 30 days notice of cancellation to the Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against Lessor and Lessor's elected officials, employees or agents; ~~(iv) expressly provide that the defense and indemnification of the Lessor as an "additional insured" will not be effected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance;"~~

Port's Response: The Port does not find it appropriate to make revisions to Article 5.2.1 "Policy Provisions."

14. Please add the following language as shown to subsection (vii): "provide for coverage for damage to the Lessor's property caused by the Lessee that is covered by a general liability policy."

Port's Response: The Port does not find it appropriate to make revisions to Article 5.2.1 "Policy Provisions."