



July 10, 2025

TO: All Potential Bidders
SUBJECT: On-Airport Rental Car Concession
Services
Bid Ref. #26-002
Bid Opening Date & Time: **August 8, 2025 @ 2:30 p.m.**

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted and become part of the specifications and bid documents for the above referenced Invitation to Bid.

ADD/DELETE:

DELETE: BID OPENING DATE & DEADLINE FOR SUBMITTALS ARE JULY 28, 2025, BY 2:30PM.

ADD: BID OPENING DATE & DEADLINE FOR SUBMITTALS ARE AUGUST 8, 2025, BY 2:30PM.

DELETE: THE CURRENT BID FORM HAS BEEN MODIFIED.

ADD: ATTACHED TO THE ADDENDUM IS THE UPDATED BID FORM.

Questions & Answers:

1. **QUESTION:** Will the City please provide the draft concession agreement prior to the Pre-bid conference?
Answer: Draft agreement will be included in addendum.
2. **QUESTION:** Considering the City's efforts to reduce paper and the bid schedule, will the City please allow electronic submission of bid(s) via email or online? Further, the required bid bond can be delivered to the City separately prior to the bid due date.
Answer: We are extending the bid due date, and we prefer to get responses via mail. If the delivery is not made on time we can accept the responses via email.

FINANCE

3. **QUESTION:** Will the City please confirm that it will allow the counters to be grandfathered for incumbent Bidders? **Answer: Yes**
4. **QUESTION:** Please confirm that if City accepts fewer than 4 Proposals, that no additional Concessionaire will be added during the Term of the Agreement, other than those companies that are successful in this Bid process. Any brand interested in operating at the Airport should not be able to NOT respond now, wait until it sees which companies bid and what MAGs are bid, and then enter into a contract at the minimum. This undermines the bidding process. **Answer: Yes**
5. **QUESTION:** Will the City please confirm that no additional brand can be added to any Bidder's concession agreement during the term of the agreement and that operator may only operate the brand or brands that it specified in its proposal? **Answer: Yes**
6. **Off-Airport Rental Car Companies.**
QUESTION: Are there any off-airport rental car companies providing service at the Airport or any FBO locations on Airport? **Answer: There are no off-airport rental companies providing services at the Airport or the FBO.**
QUESTION: If so, does the Airport have any formal written agreements with these operators? **Answer: No**
QUESTION: What are the terms of each agreement, if different – (i.e., what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to the Airport)? **Answer: Not applicable**
7. **Peer-to-Peer Companies.**
QUESTION: Are there any peer-to-peer (P2P)/non-traditional rental car companies providing service at ABY? **Answer: No**
QUESTION: If so, does the Airport have any formal written agreements with these operators? **Answer: Not Applicable**
QUESTION: What are the terms of that agreement – (i.e., what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to the Airport)? **Answer: Not Applicable**
8. **Fixed Base Operations (FBO).**
QUESTION: Is this rental car concession opportunity inclusive of FBO operations? **Answer: Yes**
QUESTION: If so, please confirm that only successful Bidders will be authorized to provide FBO service during the new term. **Answer: Yes, only successful Bidders will be authorized to provided FBO services.**
9. **Opening/Reading of Names.**
QUESTION: Please confirm all bidder's names, brands and MAG amounts will be read aloud and provided during a public Bid Opening. Please provide public Bid Opening location/call-in details. **Answer: The bid opening will be held in the Procurement Office and a bid tabulation will be sent to all firms who have submitted a bid.**
10. **Surety Bond(s).**
QUESTION: Will the City please allow us to use our own bid bond form, which is pre-approved by our surety, in lieu of City's bond form? **Answer: Yes you can submit your own your own bid bond form with your bid submittal.**
11. **QUESTION:** Please confirm Enterprise Leasing Company-South Central, LLC is not in arrears (fees paid in full) with the City. **Answer: Yes**

ITB

12. **Instructions to Bidders – #33 (p. 3).** *"Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested."*

QUESTION: Will the City please confirm the above language is not applicable to this bid process for the On-Airport Rental Car Concession? **Answer:** *That is the boilerplate section and no that language does not apply to this bid.*

13. **Sec. 2 (p. 4) Multi-branding.**

QUESTION: Will the City please confirm that a company who operates more than two (2) brands is permitted submit to more than one (1) bid as long as brands are not duplicated in those bids? **Answer:** *Yes*

14. **Sec. 3 (p. 4) Term.**

QUESTION: Will the City please consider updating the Term to be for an initial term of four (4) or five (5) years with additional one-year renewal options thereafter, instead of a one-year period initial term with three (3) one-year renewal options? **Answer:** *Yes, the city will update the term to a one-year contract with options to renew for four (4) additional one-year terms.*

QUESTION: Will the City please confirm when the Term will commence? **Answer:** *September 1st, 2025*

15. **Sec. 4 (p. 5) Leased Contract Areas.** Ready and Return Lot Parking. The Initial allocation of Ready and Return Lot Parking spaces should be assigned by MAG bid share.

QUESTION: Will the City please allocate the Ready and Return Lot Parking spaces by MAG bid share? **Answer:** *The City will allocate only the Ready Lot Parking spaces. The Return Lot Parking spaces are shared with all companies. Companies are responsible for moving vehicles to the overflow lot or the ready lot.*

QUESTION: Will the City please allow successful Bidders to add parking space signage to their respective Ready and Return Lot Parking spaces? *Further, we understand that the City would need to approve the signage plan in advance.* **Answer:** *Yes, only on Ready Lot spaces.*

16. **Sec. 5.I.A. (p. 5) Minimum Annual Guarantee (MAG).** The ITB instructions conflict with the Bid Forms for the MAG.

QUESTION: Will the City please confirm that Bidders are to propose a 1st Year MAG only? *Also, please update the Bid Form.* **Answer:** *Yes, only 1st Year MAG.*

QUESTION: Will the City please update the MAG reset amount in subsequent years to be at 85% of the prior year's concession fees paid to the City, as it does currently, rather than an increase by CPI? **Answer:** *At this time, the City is reviewing all options, including the potential shift to a CPI-based escalation model, to ensure consistency with industry trends and to support the long-term financial health of the airport. A CPI-based approach provides predictability and ensures that minimum guarantees keep pace with inflation.*

QUESTION: Will the City please confirm whether there is an MAG Abatement provision in the Concession Agreement? *If so, how is an abatement event triggered?* **Answer:** *Yes, In the event the air carrier traffic at the Southwest Georgia Regional Airport is reduced more than sixty percent (60%), MAG shall be reduced to 50%.*

QUESTION: Will the City please remove the last sentence within this subsection [*"Note that the license agreement will provide for mitigation of the MAG based on a material reduction in employment at the Airport."*], as this is inconsistent with how rental car concessions operate at the Airport? **Answer:** *Yes*

17. **Sec. 5.I.B. (p. 5) Monthly Concession Payments – Percentage Fee.** A Percentage Fee of ten percent (10%) is widely recognized as the standard custom and practice within the rental car industry at airports across the United States.

QUESTION: Will the City please explain why it is increasing the Percentage Fee to twelve percent (12%), when existing concessionaires currently pay ten percent (10%)? **Answer: *The adjustment to a 12% Percentage Fee is being implemented as part of the Airport's broader effort to align with industry standards among peer airports of similar size and passenger volumes, after a comparative review of car rental concession agreements across regional and comparable commercial services airport the airport found that a 12% rate is consistent with prevailing practices and remains competitive within the market.***

This change also reflects the Airport's ongoing investments in infrastructure, safety, and services that directly benefit all concessionaires. These include airfield improvements, terminal enhancements, and marketing initiatives designed to increase passenger traffic and overall business potential for on-airport partners.

18. **Sec. 5.I.C. (p. 5) Customer Facility Charge (CFC).** The City appears to be increasing the CFC rate by \$0.25/rental day. **Answer: *The City has not increased CFC in the past five years. The City reviews all airport fees with all tenants and will adjust accordingly.***

QUESTION: Why does the City need to increase the CFC rate per rental day? **Answer: *Please refer to question 20.***

QUESTION: When would the CFC increase be implemented – date certain? **Answer: *60 days after the signed agreement.***

QUESTION: What are CFC funds used for currently at the Airport? **Answer: *Designing a new parking lot for car rental, the project has not yet been released for construction. Building new wash bay for car rental.***

QUESTION: If applicable, please provide a copy of the City's CFC governance document(s) to include any amendments (e.g., City Ordinance/Resolution)? **Answer: *Not Applicable***

QUESTION: We respectfully request the historical (and projected future) details regarding CFC fund uses and CFC annual accounting reporting. *Specifically, what is the current CFC Fund balance? Will the City please provide an update on annual aggregate CFC collections for the last 5 years? What are the projected future uses of CFC funds (by project and cost category)?* **Answer: *Would be provided to the successful bidders during the contract negotiations.***

19. **Sec. 5.II. (p. 6) Parking Space License Fee.**

QUESTION: Will the City please explain why it has added a minimum annual Parking Space License Fee to the on-airport rental car concession? **Answer: *The City had not been collecting fees. During the review of all tenants, the city realizes that it is an opportunity to collect revenue.***

QUESTION: What does the 24 spaces represent on line 3 within this subsection "...\$3000 (\$125 X 24 spaces) for..."? Further, is this a pre-determined allocated number of parking spaces to each concessionaire? Please clarify. **Answer: *Yes, each car rental company has 24 parking spaces.***

20. **Sec. 5.III. (p. 6) Wash Facility and Overflow Parking Area Fee.**

QUESTION: Will the City provide a diagram of the Wash Facility and Overflow parking area(s)? **Answer: *Yes***

QUESTION: Will the City please explain why it has added a minimum annual Wash Facility and Overflow Parking Area Fee to the on-airport rental car concession? **Answer: *The City had not been collecting fees. During the review of all tenants, the city realizes that it is an opportunity to collect revenue.***

21. **Sec. 5.IV. (p. 6) Terminal Space License Fee.**

QUESTION: Will the City please explain why it has added a Terminal Space License Fee to the on-airport rental car concession? **Answer: *The City had not been collecting fees. During the review of all tenants, the city realizes that it is an opportunity to collect revenue.***

22. **Sec. 6 (p. 6) Bid Award.**

QUESTION: Will the City please confirm the sole determining factor for award is MAG and all other factors will be used to evaluate if bidder qualifies? **Answer: *Yes***

23. **Sec. 7.A. (p. 6) Selection of High Bidders.** The space selection references "...an appropriate percentage of ready spaces (24 spaces)..." and excludes Return spaces.

QUESTION: Will City please confirm that Ready spaces will be awarded to successful Bidders in rank order (with highest Bidders selecting first, and so on) based on MAG bid share? **Answer: *Yes***

QUESTION: Will City please confirm that Return spaces will be awarded to successful Bidders in rank order (with highest Bidders selecting first, and so on) based on MAG bid share? **Answer: *Return Lot is shared with all car rental companies.***

Bid Forms

24. **Bid Form (p 11).** The form indicates a MAG bid for the First, Second and Third Years, which conflicts with the required 1st Year MAG bid in Sec. 5.I.A. of the ITB.

QUESTION: Will the City please confirm that Bidders are to propose a 1st Year MAG only and provide an updated Bid Form? **Answer: *Yes***

25. **Qualification And Business Information Questionnaire (p. 21) Part VIII. Operational Information.**

QUESTION: Will the City please waive this section in its entirety (Part VIII. Operational Information) for incumbents? **Answer: *Yes***

QUESTION: If the City will not waive this section, will the City reduce the requirement in subsection "A" to only be for the five (5) locations that are located closest to Albany Airport?

26. **Qualification And Business Information Questionnaire (p. 22) Part IX. Other Required Information.**

QUESTION: Will the City please waive this section in its entirety (Part IX. Other Required Information) for incumbents? **Answer: *Yes***

27. **Georgia Security And Immigration Compliance Act Affidavit (p. 32) as initially referenced in Sec. 18.K. (p. 9).** This affidavit is typically considered a post-bid award item to be provided by successful Bidders upon award of a rental car concession.
QUESTION: Will the City please confirm that the "Georgia Security And Immigration Compliance Act Affidavit" is a post-bid award item and therefore, said Affidavit should not be provided with an interested Bidder's Proposal? **Answer: The affidavit can be submitted after the bid due date. It can be provided with the bid submittal since the Airport is looking to award to multiple bidders.**
28. Please confirm that Avis and Budget are currently in compliance with the existing agreements and are qualified to bid as incumbents. **Answer: Yes**
29. Please provide the prior 5 years revenue numbers for rent a car at ABY. **Answer: Would be provided to the successful bidders during the contract negotiations.**

All other terms and conditions remain unchanged. Acknowledge receipt of this addendum with your submittal. If you have any questions, feel free to contact me at (229) 431-3211.

City of Albany,

Joshua Williams

Joshua Williams, Procurement Manager

Cc: Roberto Pagan, Airport
Ryan Smith, Airport

LEASE AND CONCESSION AGREEMENT
COVERING
ON-AIRPORT CAR RENTAL CONCESSIONS
AT THE
SOUTHWEST GEORGIA REGIONAL AIRPORT

THIS LEASE AGREEMENT made and entered into this ____ day of ____, 2025, by and between the City of Albany, Georgia, (hereinafter referred to as the “City”) and (hereinafter referred to as the “Concessionaire”).

WITNESSETH

WHEREAS, the City has jurisdiction, control, supervision, and management of the Southwest Georgia Regional Airport and under the provisions of Chapter 12 of the City Code of Ordinances; City of Albany, Georgia; has authority and power to grant franchises or concessions demanded by the traveling public; and

WHEREAS, car rental services at the airport are essential for the accommodation of passengers arriving at and departing from the airport; and

WHEREAS, Concessionaire is a successful bidder for the award of a non-exclusive contract covering the operating of such services at the airport;

Now therefore, in consideration of the foregoing and of the mutual covenants of the parties hereto, it is mutually agreed as follows:

ARTICLE I - LEASED PREMISES

The City hereby leases to the Concessionaire for the use hereinafter stipulated and upon the terms and conditions herein set forth, that space in the Commercial Terminal Building on the Southwest Georgia Regional Airport, as shown and designated as Counter/Office Space on a sketch of part of said building designated Exhibit "A", current Ready/Return spaces designated on a sketch or plat of said airport designated as Exhibit "B", current Wash Facilities/Overflow Lot Areas currently at the corner of Newton Road and Darr Lane, designated on a sketch of said property designated as Exhibit "C". All exhibits are hereby incorporated as a part of this lease by reference.

The City shall assign all ninety-nine (99) parking spaces within the Ready/ Pick-up area to the four successful bidders. The airport will make the allocation at its discretion.

A Return lot is directly in front of the commercial terminal building with 32 spaces. The lot will be shared among the concessionaires. With the lot being a "Return" lot for customers, there is no fair way to assign spaces.

ARTICLE II - RENT AND FEES

1. Space rental areas which will be provided under this agreement are: Counter Space and Office Space as depicted on Exhibit "A"; return lot spaces in front of the commercial terminal, and spaces in the pick-up lot near Newton Road; and one (1) wash facility/overflow lot. The numbered ready/pick-up spaces for the Concessionaire are 24 spaces.

2. Monthly fees shall be equal to **twelve percent (12%)** of all of the Concessionaire's monthly gross revenue or a MAG of \$_____ broken into twelve (12) monthly charges of \$_____ whichever is greater, are due and payable on or prior to the fifteenth (15th) day of each month.

3. Parking Space Fee shall be equal to **\$3000**, broken into twelve (12) monthly charges of **\$250**, are due and payable on or prior the fifteenth (15th) day of each month.

4. Wash Facility and Overflow Parking Fee shall be equal to **\$3000**, broken into twelve (12) monthly charges of **\$250** are due and payable on or prior the fifteenth (15th) day of each month.

5. Terminal Space Fee shall be equal to \$_____ broken into twelve (12) monthly charges of \$_____, are due and payable on or prior the fifteenth (15th) day of each month.

6. Payments made after the fifteenth (15th) day of the month will be assessed a one-hundred-dollar (\$100) late fee. Said fees shall be compounded every two (2) weeks if said payment is late.

7. The term "gross revenue", concerning rentals at all locations at or on the airport (including but not limited to the terminal, fixed base operator(s) and airport property), shall mean all monies or other consideration paid or payable to the Concessionaire derived from, arising out of, or payable on account of the business conducted by the Concessionaire or from the operations of Concessionaire under this Agreement, whether for cash or credit, and without any deduction for credit card discounts, and whether the same shall be paid or unpaid. Gross revenues apply to all autos supplied by Concessionaire to its customers at the airport, without regard to the manner in which or place at which the rental car contract is entered into and without regard to whether the auto is owned, leased, or otherwise held by Concessionaire. Gross Revenues included but are not limited to any and all monies and other consideration paid or payable to the Concessionaire for time and mileage (less discounts), intercity fees or drop charges, acceptance of personal accident insurance and/or collision damage waiver in connection with the use of vehicle contracted for, delivered or rented to the customer at the Airport, regardless of where the payment is made or where the vehicle is returned. Gross Revenues do not include any federal, state or municipal sales taxes or other similar taxes separately stated or collected from customers, whether currently or hereinafter levied or imposed; amount of gratuities paid or given by Concessionaire's patrons to Concessionaire's employees; revenue from the sale of motor vehicles, gasoline or other fuels; Customer Facility Charges (CFCs) remitted; and sums received as proceeds for damage repairs to motor vehicles owned or controlled by Concessionaire or to property of Concessionaire, or for loss, conversion or abandonment of such motor vehicles. Unless revenues from Concessionaire's auto rental business are expressly and particularly excluded from the definition of gross revenue under this Agreement, such revenues shall be included in gross revenue.

Diversion of revenue, through direct or indirect means, of rental auto revenues from the inclusion in gross revenues as defined in this Agreement, is prohibited. Diversion shall include, but not be limited to, the following situations: renting such vehicle to a potential customer that arrived at the airport and not

including the resulting rental car revenue in the gross revenue defined under this Agreement; and the taking of a reservation, advertising or suggesting to a potential customer arriving at the airport that the customer rent a vehicle at a location other than at the airport regardless of the reason, and not including the revenue resulting such transaction in gross revenue. In addition to all other legal remedies available by law, City may terminate this Agreement upon a determination by the City that the Concessionaire has intentionally diverted revenue as described herein.

8. Such fees shall be paid on or before the fifteenth (15th) day of the month following the month for which such fees are due. Late fees will apply to all payments received after the 15th. At the time of payment of the fee, the Concessionaire shall furnish to the City, in writing, a report of all business done by its said car rental operation and shall keep true and accurate records, accounts, books and data which shall show, among other things, all rentals made and services performed whether performed for cash, credit, or otherwise (without regard to whether paid or not) and also the gross revenue of said business done upon, with regard to and within the Concessionaire's car rental operation on the Airport. The monthly written report shall show the calculation of the monthly payment to the City.

The City will consider a payment on time when it meets all of the following criteria:

- a. It is received on or before the fifteenth (15th) day of the month following the month for which such fees are due;
- b. Payment received is the greater of the monthly MAG or twelve percent (12%) of the Gross Revenues as defined herein;
- c. Said payment includes the written report in the approved format as specified herein.
- d. Customer Facility Charge (hereafter referred to as CFC) is received on or before the fifteenth (15th) day of the month following the month for which such fees are due.

9. In the event the air carrier traffic at the Southwest Georgia Regional Airport is reduced more than sixty percent (60%) of the average for the same month in the preceding year, or if Concessionaire's operations at the Southwest Georgia Regional Airport shall be substantially and materially interfered with for a period in excess of thirty (30) days, as a result of rationing or other means of allocation in the supply

of automobiles or gasoline which are necessary for Concessionaire, then, and in either of those events, upon written notice from Concessionaire to the City, the MAG shall be reduce to **50%** commencing thirty (30) days after the occurrence of such condition, which abatement shall continue thereafter so long as such condition shall exist.

10. The Concessionaire's books and records shall be open to inspection by the City's agents during all regular business hours of 8 AM to 5 PM EST. The Concessionaire consents that the City has the right to examine the Concessionaire's Georgia Sales Tax Returns on sales or rentals by the Concessionaire.

11. Concessionaire agrees to keep vehicles from parking on the existing yellow curb actively, in front of the terminal building, or from parking in other prohibited areas as designated by the Airport. Concessionaire's employees shall cooperate when Airport staff requests confirmation of the ownership of vehicles when levying fines or fees for not complying with Airport parking rules and regulations. Concessionaire employees may be banned from parking on Airport property if, in Airport Administration's opinion, they are a safety hazard or do not observe parking policies put in place by the Transportation Director. Each Concessionaire is responsible for instructing its customers on where they can or cannot park. Passengers must never be told that dropping a vehicle off in front of the terminal is acceptable. Tickets given for parking violations are the responsibility of the Concessionaire.

12. Concessionaire agrees to keep a true and correct copy of all its gross receipts, to determine the accuracy of reported gross receipts, the City may audit all or any part of Concessionaire's books for the preceding contract years; provided, however, the audit shall under no circumstances pertain to the Concessionaire's books for any period predating the effective date of this Lease Agreement. The cost of the audit shall be borne by the City unless the audit reflects an under-reporting discrepancy of more than five percent (5%) in the reported annual gross receipts. In such an event, Concessionaire shall be responsible for the total cost of the audit, payment to the City of any unpaid lease payments, and any applicable late fees. Further, Concessionaire shall pay City and under-reporting penalty of fifty percent (50%) of the total amount due.

13. Concessionaire shall not notate the concession pass-through fee as an "Airport Concession Fee" on customer invoices, nor use any other explanation that would indicate to the customer that the airport has imposed a fee or tax on each car rental transaction.

ARTICLE III CUSTOMER FACILITY CHARGE

1. Commencing with the effective date of this agreement, the Concessionaire shall charge and collect a Customer Facility Charge, (hereafter referred to as CFC) in the amount of four dollars (\$4.25), for each Rental Vehicle Transaction Day from each customer of the Concessionaire that rents or otherwise enters into a similar arrangement for the use of a motor vehicle with the Concessionaire at the Concessionaire's location at the airport. A "Transaction Day" shall mean a twenty-four (24) hour period or fraction thereof for which a rental car customer is provided the use of a rental car for compensation, regardless of the duration or length of the rental term. However, suppose the same rental car is rented to more than one customer within a continuous twenty-four (24) hour period. In that case, each such rental shall be calculated as a "Transaction Day," except that a partial day with a grace period of no more than two (2) hours after the last 24-hour day booked shall not be considered a Transaction Day.

2. The City shall use such CFC to supplement the Maintenance and Operations budget of the Southwest Georgia Regional Airport. All receipts and expenditures are kept separate from other funds of the City of Albany. They are directly controlled by the Transportation Director, the City's Chief Financial Officer, and his/her Administrative Staff.

3. The CFCs collected by the City may not be combined with other City revenues received, and shall always be accounted for separately from the City's other sources of revenue and any other funds received from the Concessionaire. CFC payments will be made to the City of Albany on the same time schedule as the Concessionaire's regular monthly remittance, for the preceding month, as set forth in this agreement, but shall be paid as a separate check to the City. Said check shall be identified as a "Customer

Facility Charge” or a “CFC Fee.” The Concessionaire agrees that it will comply with the provisions of the Concession Agreement as to the invoicing of the CFC to its customers.

4. The Concessionaire agrees that it will not intentionally, directly or indirectly, divert rental vehicle business from the Airport or consent or otherwise acquiesce to any such diversion or otherwise take any action that, but for such action, would result in a CFC not being imposed and collected. Among other acts, and without limitation, if the Concessionaire, or an employee or agent thereof, advises or suggests to a potential customer arriving at the Airport that such customer or potential customer instead rent a vehicle at a Concessionaire location other than at the Airport, regardless of the reason, and does not charge a CFC as a result of such transaction, then the Concessionaire shall be deemed to have intentionally diverted business hereunder. Such covenant shall also apply to any corporate affiliate of the Concessionaire.

5. The City through its representative the Transportation Director, will consult with the Concessionaires in reference to either ceasing the collection of a CFC or to adopt future projects for which the collection of a CFC will need to continue.

6. Customer facility charges (CFCs) shall not be refunded to a Concessionaire who no longer operates at the Southwest Georgia Regional Airport for any reason.

ARTICLE IV - FACILITIES AND SERVICES

TO BE PROVIDED BY CITY

1. The City will provide electrical power for lights, heating, and cooling in the rented counter space. Light and electrical power for the wash facility area will be provided by the Concessionaire. Maintenance and cleanup in the Ready/Retuned Lot, Counter Area, and Wash Facility Areas must be provided by the Concessionaire. All refuse must be disposed of by the Concessionaire in one of the two dumpsters near the baggage claim entrance. Do not utilize airport common trash cans for the disposal of Concessionaire garbage, or a fine will be assessed.

2. The City will furnish and provide basic space and the counter as installed. The Concessionaire will be responsible for providing all furnishings and equipment for the conduct of a car rental business in the space provided.

3. The City further grants Concessionaire, its agents, representatives, and employees, the right to drive over all driveways at the Southwest Georgia Regional Airport leading to and from public roads and parking areas, in accordance with the Rules and Regulations promulgated by the City for such use. Concessionaire's employees shall obey all traffic signs and signals and any directions given, either in writing or orally, by Airport Administration when driving upon the airport, or shall face revocation of driving privileges.

ARTICLE V – OBLIGATIONS OF CONCESSIONAIRE

1. In entering into this Concession Agreement at the Southwest Georgia Regional Airport, the City has foremost in mind providing the traveling public with rental car services of high quality and efficiently-operated equipment commensurate with that normally provided at modern airport terminal facilities of this kind. To accomplish this, the Concessionaire will operate a first-class car rental service at reasonable prices comparable to those prevalent in this area of the country.

2. The Concessionaire shall maintain and keep the leased premises in a safe, clean, orderly, and inviting condition at all times. Aside from trash pick-up services mentioned elsewhere, all Ready/Return Space, Counter Areas, and Wash Facility areas and associated rights-of-ways will be maintained in a clean and neat manner by the Concessionaire. If the Ready Lot, Return Lot, or the Wash Facility areas have an abundance of trash or refuse that makes it unsightly, the City will notify all four Concessionaires (Ready/Return Lot) or a single Concessionaire (Service Lot) and give them 48 hours to clean the area. If the area(s) are not cleaned in that timeframe, then Airport staff shall clean the area(s), and the Concessionaire(s) will be billed **\$100.00** to be paid with the next month's invoice. Since it is impossible to target one Concessionaire if the Ready/Return Lot is unkept, each Concessionaire shall be billed **\$100.00** to be paid with the next month's invoice.

Garbage collection is provided for in two dumpsters located near the baggage claim entrance to the airport. These dumpsters are the only acceptable receptacles for dumping Concessionaire garbage—

NOT the garbage cans put throughout the terminal for its customers. A **\$100.00** fee will be billed to Concessionaires who are observed by Airport staff or janitorial staff to be dumping their garbage in any cans other than the dumpster.

3. It is further agreed that Concessionaire shall not solicit passengers for hire nor transport passengers on specific trips, nor to specific destinations, nor otherwise engage in the on demand transportation business, nor render the type of service to patrons or passengers which is customarily performed by taxicab or limousine service, but the business of Concessionaire shall be strictly limited to the rental of cars without drivers. Concessionaire shall not steer customers to specific taxicab companies or offer to find a customer a taxi service. The customer shall negotiate his/her own fare and shall not rely on the Concessionaire to select taxi service or a particular driver.

4. The Concessionaire shall at all times have an active, qualified, competent, and experienced person at the Airport to supervise the Concession operations, who shall be authorized to represent and act for the Concessionaire. The Concessionaire's counters shall be staffed by attendants and shall maintain a standard of cleanliness, courtesy, efficiency, and neatness, and shall maintain a standard of dress acceptable to the City. The Concessionaire shall not retain as an employee any person or persons in or about the leased premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Concessionaire agrees to dispense with the services of any employee whose conduct the City finds, with valid cause, is detrimental to the best interests of the City.

5. Concessionaire, its employees, agents, or servants, shall at all times comply with the laws and regulations of the United States of America and the State of Georgia and all applicable local ordinances, codes, and regulations governing the operation of the Southwest Georgia Regional Airport. Violations thereof by Concessionaire, its agents or employees, or revocation of permits or licenses required in the performance of this Agreement shall be cause for termination of this Agreement at the option of the City if not corrected within a reasonable period, after notice thereof

6. Concessionaire shall pay all taxes or assessments that may be lawfully levied against it by reason of its operations on the premises of said Airport. A current business license is required at all times during the duration of this contract.

7. The Concessionaire shall provide the complete and proper arrangement for the adequate sanitary handling and disposal, away from the airport, of all trash, garbage and other refuse in or in connection with the leased premises.

8. The Concessionaire shall bear at his own expense all costs of operating the Concession, and shall pay in addition to rental, all other costs connected with the use of the leased premises, facilities, rights and privileges granted, including but not limited to, maintenance except that specifically agreed by the City to be performed by it and any maintenance the cost of which the City received from insurance policies; insurance; utilities in Service Areas and supplies; and all licenses, permits or other similar authorizations as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the rights and privileges extended hereunder.

9. The Concessionaire shall not do anything or permit anything to be done to its leased premises which may interfere with the effectiveness or accessibility of the drainage and sewerage system, the fire protection system, and any facilities for the protection of the Airport and the public.

10. The Concessionaire may install signs identifying its business in harmony with the architectural treatment of the terminal building only with the written approval of the City and in accordance with specifications adopted by the Commission, such approval not to be unreasonably withheld.

11. Concessionaire agrees that it shall not engage in other business or activities within the confines of the Airport other than those expressly authorized by the City unless the City gives prior approval in writing.

12. Concessionaire will provide a sufficient number of cars to satisfy all reasonable demand. All cars will be in good operating condition, safe and free from defects, and in neat and clean condition inside and out. Only late-model vehicles shall be used by the Concessionaire in the performance of the privileges granted hereunder. Concessionaire agrees that at no time will it use automobiles whose model year is more than two (2) years older than the current year model for each vehicle type provided.

13. Concessionaire, its employees, agents or servants understand that in addition to the rules, regulations codes, etc. described herein, the following activities are expressly forbidden by the Commission: a) using taxicab or limo reserved parking for any reason; b) parking of vehicles owned

by the Concessionaire employees, agents or servants in the Ready/Return lot; c) parking any vehicle outside the marked spaces in the Ready/Return lot or d) parking of either personal vehicles or rental car vehicles on the terminal curb or the extended curb north and south of the terminal building. Concessionaire (or its employees) agrees to pay all fines or fees levied by the City or its representatives if these rules are not followed. **PARKING ON THE CURB IN FRONT OF THE TERMINAL IS STRICTLY PROHIBITED.** Do not instruct customers that parking on the curb is allowed for the pick-up or return of vehicles. All fines levied by the City shall be paid by the Concessionaire (or its employees for parking personal vehicles) for these activities.

14. Each separate rental car counter must have at least one (1) employee manning the counter at all times, even if the Concessionaire leases more than one counter. Customer service is the paramount concern.

ARTICLE VI - TERMINATION BY CONCESSIONAIRE

This agreement shall be subject to termination by the Concessionaire should any one or more of the following occur:

1. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the airport property and the remaining in force for at least thirty (30) days.

2. The breach by the City of any of the terms, covenants, or conditions of this Agreement and the failure of the City to remedy such breach for a period of thirty (30) days after written notice from the Concessionaire of the existence of such alleged breach.

3. The assumption by the United States Government, or any authorized agency of same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Concessionaire from operating said concession, if such restriction continues for a period of thirty (30) days or more.

4. If all or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, civil commotion, other casualty, or acts of God or the public enemy.

5. Concessionaire shall not be entitled to damages from the City on account of any of the above-specified in Paragraphs 1, 3, and 4.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

1. Concessionaire agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, its elected and appointed officials, officers and employees, their successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by the negligence of the Concessionaire, its officers, agents or employees or from any suit or claim for damages in connection with any actual or alleged claim of unfair competition or other similar claim emanating from the operations of Concessionaire under or in anywise connecting with this Agreement, including but not limited to its operations connected with the purchase and sales of vehicles and equipment, and Concessionaire further agrees to pay all expenses in defending against any claims made against the City of Albany provided; however, that the Concessionaire shall not be liable for any damage, injury, or loss occasioned by negligence on the part of the City, its agents or servants. The Concessionaire shall give to the City prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage. This indemnity does not extend to any willful injury or sole negligence of the City.

2. Concessionaire shall maintain Commercial General Liability Insurance with companies licensed to do business in the State of Georgia for the protection of the City of Albany and naming them as an Additional Insured, against all claims, losses, costs or expense arising out of injuries or deaths of persons whether or not employed by the Concessionaire, damage to property, whether resulting from the acts or omissions, negligence or otherwise of the Concessionaire or any of its agents, employees, patrons or other persons, and growing out of the use of the said Airport premises by Concessionaire, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Concessionaire shall also carry Product Liability Insurance Coverage for personal injuries and/or death in the amount of not less than One Million (\$1,000,000) Dollars for any one person. Concessionaire shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars, covering owned, non-owned, and hired vehicles. Concessionaire

shall furnish timely Certificates of Insurance to the City of the continuance in force of said policies by providing copies of the policy to the Central Services Buyer, Joshua Williams. A Certificate of Insurance by itself is NOT acceptable. The City's sole judgment shall control as to the sufficiency of the coverages.

3. Concessionaire shall furnish to the City satisfactory evidence that it carries Workers' Compensation Insurance in accordance with the laws of the State of Georgia.

4. The insurance carrier's rating shall be a Best's Rating of "A- (VII)" or better.

5. Notice of Cancellation, non-renewal, or material change in coverage shall be provided to the City at least thirty (30) days prior to action. The words "endeavor to" and "but failure to" (to the end of the sentence) are to be eliminated from the Notice of Cancellation provision on standard ACCORD certificates.

6. It is agreed that all of the goods, chattels, fixtures, and other personal property belonging to said Concessionaire, which are, or may be put into the said premises during said term whether exempt or not from sale under execution and attachment under the laws of the State of Georgia shall at all times be bound with a first lien in favor of said City, subject to a purchase money mortgage if any, and shall be chargeable for all rent hereunder and the fulfillment of the other covenants and agreements herein contained, which said lien may be enforced in like manner as a chattel mortgage, or in any other manner afforded by law.

ARTICLE VIII- TERM OF AGREEMENT

1. Subject to earlier termination and cancellation as hereinafter provided, the term shall begin on the _____ day of _____, 2025, and end at midnight on the _____ day of _____, _____. At the Aviation Commission's sole discretion, this Concession Agreement shall continue for #_____ more one-year terms, subject to the terms and covenants of this Agreement.

ARTICLE IX - TERMINATION BY CITY

This Agreement shall be subject to cancellation by the City should any one or more of the following occur:

1. If any court shall take jurisdiction of the Concessionaire and its assets pursuant to any proceeding other than under the provision of the current Bankruptcy Code as amended, or if a Receiver for Concessionaire's assets is appointed, or if Concessionaire shall be divested of its rights, powers and privileges under this agreement by other operation of law, other than under the current Bankruptcy Code, as amended.
2. If the Concessionaire shall default in or fail to make any payments at the times and in the amounts required of it under this agreement.
3. If the Concessionaire shall abandon and discontinue the conduct and operation of its car rental concessions.
4. If the Concessionaire shall fail to perform, keep, and observe any of the covenants and conditions contained in this contract to be performed, kept, and observed by it.
5. If the Concessionaire shall fail to abide by all applicable laws, local ordinances, and general rules and regulations of the United States, State of Georgia, City of Albany, and the Albany-Dougherty County Aviation Commission. Provided that upon the happening of any of the contingencies recited in Subsections 1, 2, 3, and 4, above, City shall give written notice to Concessionaire to correct or cure such default, failure to perform or breach and if, within fifteen (15) days from the date of such notice under Subsections 2 and 3 above, or within thirty (30) days from the date of such notice under Subsections 4 and 5 above, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the City, then and in such event, the City shall have the right, at once and without further notice to Concessionaire, to declare this contract terminated and to enter upon and take full possession of the concession area and provided further that upon the happening of the contingencies enumerated in Subsection 1 hereof, the City may cancel this lease instantly.

6. No waiver by the City of any of the terms of this Agreement to be kept, performed, and observed by the Concessionaire shall be construed to be or act as a waiver by the City to any subsequent default on the part of the Concessionaire.

The City shall be entitled to damages from the Concessionaire on account of the occurrence of any of the events enumerated in this Article, with or without cancellation of the Agreement.

ARTICLE X – DAMAGE OR DESTRUCTION ON PREMISES

1. It is understood and agreed that if the premises hereby leased shall be damaged or destroyed in whole or in part by fire or other cause during the term hereof, the City will repair and restore them to a good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable, and pro rata for the portion rendered untenable, in case a part only is untenable, until the premises shall be restored to a tenantable condition; provided, however, that;

a. There shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Concessionaire, its agents, or employees.

b. If the Concessionaire shall use any part of the leased premises for storage during the period of repair, a reasonable charge shall be made therefor against the Concessionaire.

c. In case the leased premises, or the building of which they are part, shall be destroyed to the extent of more than fifty percent (50%) of the value thereof, the City or the Concessionaire may, at its option, terminate this lease forthwith by a written notice to that effect, said notice to be given no longer than ten (10) days after occurrence of the loss.

2. If this Lease Agreement is terminated as provided for in this Article, then neither party hereto shall be liable to the other for damages as a result of said termination.

3. Notwithstanding anything in this Article to the contrary, the City shall in no event be liable to the Concessionaire for alleged lost profits as a result of business interruption caused by a fire or other similar casualty.

ARTICLE XI - RIGHT OF INSPECTION

The Transportation Director or his duly authorized representatives shall have, at any and all reasonable times, during regular business hours which is defined as between 8 AM and 5 PM, except in the event of an emergency, the full and unrestricted right to enter the premises for the purpose of inspecting or protecting the premises and of doing any and all things with reference thereto which the City is obligated to do as set forth herein or which may be deemed necessary for the proper general conduct and operation of the Southwest Georgia Regional Airport in the exercise of the City's police power; provided that their right of inspection shall not be exercised in such manner as to interfere unreasonably with Concessionaire's use of the premises.

ARTICLE XII - ASSIGNMENT AND SUBLETTING

The privileges contained herein are personal to the Concessionaire, and Concessionaire agrees that it will not assign, sublet, or underlet the same or any part thereof without the express written consent of the City. Any purported assignment in violation hereof shall be void.

ARTICLE XIII - HOLDING OVER

In the event Concessionaire shall hold over and remain in possession of the premises herein leased after expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of the Agreement, but shall only create a tenancy from month-to-month, which may be terminated at any time by the City upon thirty (30) days notice. All terms of this contract will remain in place during a holdover status.

ARTICLE XIV - RULES AND REGULATIONS

The City shall have the right to and shall adopt and enforce reasonable Rules and Regulations with respect to the Airport, terminal building, and related facilities, which Concessionaire agrees to observe and obey, provided said Rules and Regulations do not specifically negate any of the agreement's provisions incorporated herein.

ARTICLE XV - GENERAL PROVISIONS

1. Notices to City shall be sent by registered mail, postage prepaid, addressed to Airport Director; Southwest Georgia Regional Airport; 3905 Newton Road; Suite 100, Albany, GA 31701; and notices to Concessionaire shall be sent by registered mail, postage prepaid, addressed to: _____ **[TO BE PROVIDED BY CONCESSIONAIRE]** or to such other respective addresses as the parties may designate to each other from time to time in writing.

2. The Concessionaire represents that it has carefully reviewed the terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this instrument.

3. The term "City" as used in this Agreement means the City of Albany, Georgia, and where "Agreement" speaks of approval and consent by the City, such approval is understood to be manifested in writing by the Transportation Director, except as otherwise expressly stated in this Agreement. When the City's approval is required, such approval shall not be unreasonably withheld, delayed, or conditioned.

ARTICLE XVI - SUCCESSOR AND ASSIGNS BOUND BY PROVISION

All covenants, stipulations, and agreements in this Agreement shall extend to and bind the successors and assigns of the respective parties hereto.

ARTICLE XVII - INVALID PROVISION

In the event any covenants, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XVIII - COVENANTS AGAINST DISCRIMINATION

The parties hereto covenant not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, national origin, or ancestry or because of age, except where based on a bona fide occupational qualification, and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement.

Concessionaire will not discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Concessionaire will also not discriminate against a person with Limited English Proficiency and shall offer services to everyone, no matter their language barrier, by offering translation services or other means that will allow a customer to communicate with Concessionaire employees.

This Concession Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and causes those businesses to similarly include the statements in further agreements.

The City has an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program as required by the Department of Transportation's Federal Aviation Administration through its Civil Rights Office. Concessionaire shall comply with Airport staff when seeking information on its purchasing activities and Concessionaire shall seek all available means for utilizing certified Disadvantaged Business Enterprises (DBEs) when conducting its business activities. The word "certified" means being certified by the State of Georgia's Department of Transportation only, not MARTA.

ARTICLE XIV - AGENCY AND CLAIM SERVICE

Concessionaire agrees that with respect to any claim which the City may have against the Concessionaire arising out of this Agreement or its performance or on account of any work due under or pursuant to the Agreement or for indemnity shall be controlled and governed by the laws of Georgia, and actions pursuant to any such claims may be filed and prosecuted against the Concessionaire in the Georgia courts of Dougherty County, Georgia. For this purpose, the Concessionaire does hereby waive all questions of venue and jurisdiction and does hereby submit itself to the venue and jurisdiction of the Georgia courts of Dougherty County, Georgia. Concessionaire further agrees that any claims for personal injury and/or property damage which any person may have against the Concessionaire arising out of this Agreement or its performance or on account of any action done under or pursuant to the Agreement shall be controlled and governed by the laws of Georgia, and actions pursuant to any such claims may be filed and prosecuted against the Concessionaire in the Georgia courts of Dougherty County, Georgia.

Concessionaire does hereby appoint _____, whose address is _____, [CONCESSIONAIRE WILL NEED TO PROVIDE THIS NAME AND ADDRESS], a resident of Dougherty County, Georgia, as its agent to receive service of any such actions, and service upon such agent shall be good and valid service upon the Concessionaire. If for any reason said agent for service shall leave Dougherty County, Georgia, the Concessionaire will immediately appoint another agent resident in Dougherty County, Georgia and if concessionaire fails to appoint such agent, service may be perfected upon the Concessionaire by serving the Judge of the Probate Court of Dougherty County, Georgia and such service shall in all respects be good and valid service of such action upon the Concessionaire. It shall be the obligation of the Concessionaire to keep its agent for service and the Judge of the Probate Court of Dougherty County, Georgia, informed and advised at all times of the address to which such suits served upon them shall be sent.

ARTICLE XXV - GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

A Performance, Payment or Guaranty Bond, satisfactory to the City, in the amount of not less than the MAG, will be required of the Concessionaire to guarantee that they pay the City the amounts included in their bids in accordance with the payment terms set forth in this Agreement. The performance guarantee may be in the form of a bond, letter of credit from Concessionaire's banking institution, or a certified cashier's check payable without recourse to the City of Albany. This bond will be kept in full force and effect until termination of this Agreement or any extension thereof.

ARTICLE XXVI - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Southwest Georgia Regional Airport that ACDBE shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the City or SWGA Regional Airport. A Concessionaire shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in at least 5.6% of the activity service or facility provided by a Concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. If a Concessionaire is unable to achieve this goal under a joint venture, partnership, franchise, or similar legal arrangement, the successful proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies, and/or products from certified ACDBE vendors. In the event that a Concessionaire qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met. Each proposer must identify in its proposal DBEs that it would retain as subtenants, joint venture partners, suppliers,

or service providers to participate in the operations to be carried out under the Concession Agreement. After the Concession Agreement is executed, the successful proposer must agree to use its best efforts to enter into agreements with the DBE firms it identified in its proposal.

Reporting: Proposer agrees that it will report the purchases from such ACDBE's promptly each quarter or when requested by the City's ACDBE Liaison Officer. Each Concessionaire shall provide SWGA Regional Airport with the following information: the name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If a concessionaire fails to achieve the goal stated herein, it will be required to provide documentation demonstrating that it made good efforts in attempting to do so.

ARTICLE XXVII - AGENCY AND CLAIM SERVICE

Concessionaire does hereby appoint _____, whose address is _____, [CONCESSIONAIRE WILL NEED TO PROVIDE THIS NAME AND ADDRESS], a resident of Dougherty County, Georgia, as its agent to receive service of any such actions, and service upon such agent shall be good and valid service upon the Concessionaire. If for any reason said agent for service shall leave Dougherty County, Georgia, the Concessionaire will immediately appoint another agent resident in Dougherty County, Georgia and if concessionaire fails to appoint such agent, service may be perfected upon the Concessionaire by serving the Judge of the Probate Court of Dougherty County, Georgia and such service shall in all respects be good and valid service of such action upon the Concessionaire. It shall be the obligation of the Concessionaire to keep its agent for service and Judge of the

Probate Court of Dougherty County, Georgia informed and advised at all times of the address to which such suits served upon them shall be sent.

ARTICLE XXVIII - GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

A Performance, Payment or Guaranty Bond, satisfactory to the City, in the amount of not less than the MAG, will be required of the Concessionaire to guarantee that they pay the City the amounts included in their bids in accordance with the payment terms set forth in this Agreement. The performance guarantee may be in the form of a bond, letter of credit from Concessionaire's banking institution, or a certified cashier's check payable without recourse to the City of Albany. This bond will be kept in full force and effect until termination of this Agreement or any extension thereof.

WITNESS OUR HANDS in duplicate originals this _____ day of _____, 2025.

CITY OF ALBANY

Attest: _____

CONCESSIONAIRE

Attest: _____

**BID FORM
ON-AIRPORT CAR RENTAL CONCESSION
SOUTHWEST GEORGIA REGIONAL AIRPORT
ALBANY GEORGIA
BID REF #26-002**

City of Albany
222 Pine Ave. Suite 260
P.O. Box 447
Albany, GA 31702-0447

ATTN: Procurement Division

The undersigned proposes to enter into an agreement with the City of Albany for the use of space and the installation, operation, and maintenance of an on-airport car rental concession in the Southwest Georgia Regional Airport terminal building, as outlined in the Information To Bidders.

Based upon the terms, provisions and conditions of said bid document, the undersigned hereby agrees to pay the City of Albany for the rights and privileges of operating said service, the greater of certain percentages of annual gross sales derived from operation of the leased premises or a minimum annual guaranteed concession fee during the agreement, as follows:

Twelve percent (12%) of the annual gross revenue; or a minimum annual guaranteed fee for each twelve (12) month period of the agreement, whichever is greater. Minimum annual guarantees of less than \$100,000 per year will not be considered and shall be deemed non-responsive.

The undersigned, for the specified Bidder, offers to pay the City of Albany the following fees for each full License Year during the term of the License Agreement:

Minimum Annual Guarantee \$_____

Should the undersigned become a successful bidder of the on-airport car rental concession, the undersigned will execute an agreement and deliver same to the Southwest Georgia Regional Airport within fifteen (15) days after receipt of the agreement for execution.

Authorized Original Signature

Firm Name

Date



June 26, 2025

**INVITATION TO BID
ON-AIRPORT RENTAL CAR CONCESSION
Bid Reference No. 26-002**

Sealed bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **2:30 p.m. on July 28, 2025** for a contract to provide On-Airport Rental Car Concession. Contract term will be one (1) year with three (3) options to renew for additional one-year terms per GA Law 36-60-13 for multi-year contracts.

A **Pre-Bid Conference** will be held on **July 7, 2025 at 10:00 a.m.** in the Conference Room at the Southwest Georgia Regional Airport, 3905 Newton Road Albany, GA 31701. A member of Procurement and the Airport will be available to provide an overview of the work to be performed and answer questions.

Bid documents are available at the Procurement Division, www.albanyga.gov, and the Georgia Procurement Registry. The City of Albany strongly encourages Small Business firms to participate in this bid.

A Bid Bond in the amount of \$5,000.00 is required of all bidders. Bid Bond must be present for the bid to be read or considered. A Performance Bond in the amount of no less than the Minimum Annual Guarantee Fee (MAG) will be required of the successful bidders.

Each bidder who desires to submit a bid in accordance with the requirements herein shall complete the Qualification and Business Information Questionnaire, and shall bid a minimum guaranteed amount payable monthly to the City on the bid form attached to this document. Further, a bid bond shall accompany each bid. Absence of the Qualification and Business Information Questionnaire, Bid Form or the Bid Bond may be grounds for automatic disqualification from the process.

All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

For additional information, contact Joshua Williams, Procurement Manager, at (229) 431-3211. Submit all questions via email to jswilliams@albanyga.gov and cc: kross@albanyga.gov or fax questions to (229) 431-2184. Replies of substance will be in the form of written addenda made available to all potential bidders. The deadline for questions is **July 11, 2025**. Questions received after this deadline may not be answered.

City of Albany,

Michael Eaton,
CFO, Finance

FINANCE

**CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.
26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
39. All questions, inquiries and requests for clarification shall be directed to Procurement.
40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

INFORMATION FOR BIDDERS

NON-EXCLUSIVE ON-AIRPORT CAR RENTAL CONCESSION SOUTHWEST GEORGIA REGIONAL AIRPORT ALBANY, GEORGIA

1. Background and Summary Information

The City of Albany (hereinafter referred to as "City") requests bids from qualified businesses for on-airport rental car concessions (each such party a Bidder) in the commercial terminal building at Southwest Georgia Regional Airport (ABY). It is the intention of the City to award four (4) rental car license agreements (hereinafter referred to as "License Agreement"). City reserves the right to reject any bidder, which in the City's opinion does not have adequate qualifications to operate said concession. The City reserves the right to waive minor irregularities and formalities.

Southwest Georgia Regional Airport is a non-hub primary commercial service airport strategically located just three miles from Albany's Central Business District. The airport serves the Albany Metropolitan Area and a broad aviation catchment region encompassing approximately 600,000 potential passengers across 21 counties in Southwest Georgia and Northern Florida. It provides critical air service access to a diverse mix of urban, suburban, and rural communities throughout the region.

Currently, the airport is served by Delta Airlines, offering three daily flights to Hartsfield-Jackson Atlanta International Airport, providing convenient connectivity to one of the world's busiest hubs.

2. MULTI-BRANDING

Each Bidder shall be required to indicate in its response to this RFP the brand or trade name(s) under which it shall operate at the Airport. The Licensee may not operate under more than two (2) brand names at the Airport.

3. TERM

Selected Bidders will enter a contract consisting of one (1) year with three (3) one-year renewal options granting the non-exclusive right to establish and operate a rental car concession in the terminal building at the Southwest Georgia Regional Airport. As long as the Concessionaire has paid its fees in full, has the required insurance coverage in force and has been following the Agreement, the City grants each one-year term on the anniversary of the contract.

It is understood that the bid submitted in response to the Invitation to Bid is relative to the award of this concession agreement, and any written answers to questions asked by City and this solicitation will all be made part of the final agreement by reference.

Agreements will not exclude the City from negotiating off-airport car rental concessions or non-City tenants outside the terminal building from entering into agreements with automobile rental agencies to service their own customers.

4. LEASED CONTRACT AREAS

The leased space for each car rental concession includes counter & office space as depicted on the attached diagram titled "Rental Car SQFT". All rental car concession counters & office are in the commercial terminal building. In addition, each concessionaire will be provided with parking spaces in the rental car "Ready" and drop-off "Return" lot. The Return lot consists of **32** spaces. These spaces will not be assigned as it is designed for customers to return the rental cars to this lot with ease. It will be the responsibility of each agency to remove cars from this lot and move them to either the "Ready" lot or to the designated "overflow" lot across the street in a timely manner. Allocation of the **99** "Ready" will be at the discretion of the Airport. Each successful bidder will also lease a wash facility and overflow parking area, located across Newton Road. Each wash facility is fenced separately, and it is the responsibility of the successful concessionaires to lock their own areas and keep their own areas secure and clean. Ordinary maintenance of all leased areas will be the sole responsibility of the Lessee.

If all of the current on-airport concessionaires agree to grandfather service lots, it will be allowed. Any new entrants would have to take the lots that are being vacated, with the higher bidder being allowed to select first (if there is more than 1 new entrant).

5. FINANCIAL CONSIDERATIONS TO THE CITY

For the rights and privileges set forth in the Agreement, the selected bidders will pay to the City each month, a Concession Fee, Parking Space License Fee and Terminal Space License Fee (each defined below) for each full License Year during the term of the License Agreement.

- I. Concession Fee:** For each License Year the "Concession Fee" shall equal the annual sum of the monthly concession payment for every month of the license year, or the Minimum Annual Guarantee (MAG) for the license year, whichever is greater.
 - A. Minimum Annual Guarantee (MAG):** For the first License Year the MAG shall be equal to the amount proposed by licensee in response to this RFP. Notwithstanding the foregoing, the MAG for each license year may not be less than **\$100,000**. For each License Year thereafter, the MAG shall increase, but not decrease, by any increase in the Consumer Price Index (CPI) during the immediately preceding license year. Note that the license agreement will provide for mitigation of the MAG based on a material reduction in employment at the Airport.
 - B. Monthly Concession Payments:** The "Monthly Concession Payment" shall be paid by licensee monthly for each month during the License Year and equal the greater of twelve percent (12%) of licensee's gross revenue during the applicable month or one-twelfth (1/12) of the MAG for the current License Year.
 - C. Customer Facility Charge (CFC):** in the amount of **\$4.25** per rental per day will be remitted to the Airport, including but not limited to those entered with customers of fixed based operators(s) (FBO). This CFC will be collected each billing cycle and will be remitted to the Airport by the Concessionaire with each regular monthly payment.

- II. Parking Space License Fee:** For each full License Year the "Parking Space License Fee" shall be equal the price per space proposed by Licensee in response to this RFP. Notwithstanding the foregoing, the Parking Space License Fee may not be less than **\$3000** (\$125 X 24 spaces) for each License Year. The Parking Space License Fee shall be paid monthly by the dates specified in the License Agreement. The Parking Space License Fee will increase, but not decrease, by any increase in the CPI during the immediately preceding License Year.
- III. Wash Facility and Overflow Parking Area Fee:** For each full License Year the "Wash Facility and Overflow Parking Area Fee" shall be equal the price per space proposed by Licensee in response to this RFP. Notwithstanding the foregoing, the Wash Facility and Overflow Parking Area Fee may not be less than **\$3000** (20,000 square foot X \$0.15) for each License Year. The Parking Space License Fee shall be paid monthly by the dates specified in the License Agreement. The Wash Facility and Overflow Parking Area Fee will increase, but not decrease, by any increase in the CPI during the immediately preceding License Year.
- IV. Terminal Space License Fee:** For each full License Year the "Terminal Space License Fee" shall equal the sum of dollars (**\$31.00**) per square foot for licensing of the counter and office space area. The Terminal Space License Fee shall be paid monthly by the dates specified in the License Agreement. The price per square foot will increase, but not decrease, by any increase in the CPI during the immediately preceding License Year.

6. BID AWARD

The City will select bids that in the City's sole judgment are deemed most advantageous for the public and the City and its determination shall be final. The City reserves the right to reject any or all bids.

At the time of bid evaluation, the bidder, its parent company(ies), its affiliates, its subsidiaries, or other related entities, and its successors and assigns must have paid in full all concession fees due to the City and submit all market share figures. Failure to have done so will result in rejection of the bid. It is the responsibility of the bidders to contact airport administration to determine if money is owed or not. If the company(ies) does not agree that those fees are owed, they will pay them anyway for the bid process but shall submit a letter stating the amount of money in dispute and its reasoning why that should not be paid. The City's auditor shall investigate the disputed amount after the bid opening.

7. SELECTION OF HIGH BIDDERS

Selection of high bidders for choice of counter/office area, ready lot spaces, and wash facility/overflow lot shall be conducted in the following manner:

- A. Bidder with the highest Minimum Annual Guarantee (MAG) receives the first choice of counter space, an appropriate percentage of ready spaces (24 spaces) and a service area. Selection will continue with the next highest bidder & continue until all successful bidders are done.
- B. In the event of identical MAG, a bidder that is an incumbent shall be given preference over a new bidder.
- C. In the event of identical MAG from incumbent bidders, preference shall be given to the incumbent that has maintained the highest gross revenues during the last agreement cycle.

8. PRE-BID CONFERENCE

Bidders are invited to attend a pre-bid conference to discuss these documents, to be held in the Conference Room at Southwest Georgia Regional Airport on July 7, 2025, at 10:00 AM. A draft Concessionaire Agreement will also be distributed at the Pre-Bid Conference.

The purpose of this conference will be to discuss the requirements and objectives of the bid. City representatives will be available to answer questions. Each bidder is encouraged to attend this conference and raise any questions or concerns regarding the bid documents. Any material changes resulting from the pre-bid conference will be made available to all interested parties in the form of an addendum to the bid documents.

9. QUALIFICATION REQUIREMENTS

During the past five (5) years, qualified bidders must have been engaged in the operation and management or supervision of an automobile rental business. Airport experience is preferred. Demonstrated knowledge of the airport environment and customer base, together with relevant automobile rental experience, can be substituted for actual airport experience. All forms must be filled out completely; missing information could be construed as a non-responsive bidder.

10. EVIDENCE OF QUALIFICATIONS

Bidder must present evidence that it is qualified and has the necessary facilities, equipment, experience and financial resources to fulfill the requirements of the specifications. In order to provide the City with this information, the bidder must submit, with its bid documents, the information required in the attached Qualification Forms.

11. BID SUBMITTAL

Bids must be submitted before 2:30 P.M. on July 28, 2025, in a sealed envelope to the City Procurement Office 222 Pine Ave., Suite 260, Albany, GA 31701. The envelopes should be clearly marked on the outside as follows: Bid Ref #26-002, Rental Car Concession Services.

Submission of a bid shall constitute a valid offer, which may be accepted by the City for a period of one hundred twenty (120) days following the date specified for submission of bids. Bidders may withdraw previously submitted bids up to the filing deadline, without penalty. Withdrawal of a bid after the filing deadline will result in forfeiture of the bid guarantee.

The City of Albany is attempting to cut down the amount of paper in each bid if the bidder is an incumbent and currently has a contract with the City of Albany. If your company is currently an On-Airport Rental Car Concessionaire and has an Agreement with the City of Albany, you may waive the following sections in the Bid Form: Part II, III, IV, V, VI, VII and Comparative Balance Sheet. If you are not an incumbent, you must fill out the entire Bid Form.

12. BID GUARANTEE

All bidders are required to submit a bid guarantee in the amount of Five Thousand Dollars (\$5,000.00), payable without condition to the City of Albany. This bid guarantee may be in the form of a Bid Bond from a reliable surety company licensed to operate in the State of Georgia or cash, cashier's check, or certified check payable without recourse to the City of Albany.

The security may be held by the City for a period no longer than one hundred twenty (120) days after the bid opening, after which the security will be returned (without interest) to all bidders except the successful bidders, which will be held until a performance bond is received and an agreement executed.

The successful bidders shall enter into a concession agreement with the City within thirty (30) days after award of the concession by the City or shall forfeit the Five Thousand Dollar (\$5,000.00) deposit or bond as liquidated damages. The Albany-Dougherty County Aviation Commission may grant additional time to execute an agreement if warranted. The agreement will be binding upon execution. Final approval of any agreement rests with the Board of Commissioners of the City of Albany.

13. EXPENSES

All expenses incurred by the bidder in preparing its response to this bid and in seeking award of this contract shall be borne solely by the bidder.

14. NO BID FROM DEFAULTED OPERATOR

Bids will not be accepted from any bidder that is in arrears or is in default to the City upon any debt or contract, or that is or was a defaulter as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City, or has refused to enter into an agreement with the City after having been awarded same.

15. UTILITIES

City will provide ordinary heat and air conditioning. Installation of equipment to provide extraordinary heat and air conditioning will be the responsibility of the selected bidder and will be subject to the approval of the Airport Director. City sewer tie-in for service areas (when available) and monthly sewer charges shall be the responsibility of the selected bidders.

16. CONFLICT IN LANGUAGE

In the event of any discrepancy between this Information for Bidders and the agreement entered into after selection by the City, the terms of the agreement shall prevail.

17. SUCCESSFUL BIDDER'S REFUSAL TO ENTER INTO AGREEMENT

In the event of the default of the successful bidders or its refusal to enter into an agreement, City reserves the right to accept the bid of any other bidder and make an award of contract to such bidder.

18. OBLIGATIONS OF THE SELECTED BIDDER

- A. Installation, maintenance and operation of an on airport car rental concession.
- B. Custodial services in leased area.
- C. Employment of trained personnel, who shall be clean, courteous, efficient, and neat in appearance.
- D. Pay all taxes assessed against Concessionaire's furnishings, equipment, or stocks of merchandise and supplies, and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the airport.

- E. Compliance with applicable federal, state, and local laws, regulations, and ordinances, etc., including the Airport Minimum Standards and Airport Rules and Regulations governing the Southwest Georgia Regional Airport, including the Americans with Disabilities Act.
- F. Keeping accurate records and books of account in accordance with Generally Accepted Accounting Principles (GAAP Basis) in order to submit monthly statements to the City on the City-provided revenue reporting form.
- G. Successful vendor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by vendor, whether arising from the acts or omission, negligence or otherwise of vendor or any of its agents, employees, patrons, or other persons, and growing out of work being done by vendor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Vendor shall also carry product liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Vendor shall maintain a combined single liability limit of Five Hundred Thousand (\$500,000) Dollars, covering owned, non-owned, and hired vehicles. Vendor shall furnish evidence to the City of the continuance in force of said policies declaration page (s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Albany as additional insured. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation. The City's sole judgment shall control as to the sufficiency of the coverage.

Vendor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

- H. All rental car concessionaires should have a current City of Albany/Dougherty County Occupation Tax Certificate (business license) and shall enclose evidence of the same (or application if the concessionaire is currently trying to obtain a license) with the bid. Successful bidder must obtain certificate before contract term starts, and maintain it through the contract term. If you do not have a current business license, please call the Dougherty County Tax Office at 229-431-2130.
- I. The selected bidders shall remain open for the purpose of providing automobile rental service for such periods during each day and such days during each week, as may be necessary to meet reasonable demands for said services (i.e. airline flight service schedule). Hours are subject to the approval of the Transportation Director. It is each Concessionaire's responsibility to know what the airline schedule is each day and staff appropriately for reservations, whether it is a local customer or airline customer.
- J. The selected bidders shall make automobiles available that are in good operative order, free from known mechanical defects, and in clean, neat, and attractive condition. Said rental automobiles shall not be more than three (3) years old.
- K. Georgia Security and Immigration Compliance Act: The successful vendor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance

Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. The bid contains a copy of the Corporation form.

- L. **CONTRACT RENEWAL:** Contract will be one (1) year with three (3) options to renew for additional one-year terms in accordance with O.C.G.A § 36-60-13 for multi-year purchases. Per O.C.G.A § 36-60-13, the contract terminates at the end of the calendar year in which the agreement is made as well as at the end of the calendar year for which the agreement is renewed. The City of Albany must issue written notification to vendor **thirty (30) calendar days** prior to December 31 to confirm termination. In absence of this written notice of termination, the contract will automatically continue. Either party to this contract may waive their option to renew this contract by providing written notice to the other party **sixty (60) calendar days** prior to the contract renewal date.

20. SCOPE OF BIDS TO BE SUBMITTED

Each bidder who desires to submit a bid in accordance with the requirements herein shall complete the Qualification and Business Information Questionnaire and shall bid a minimum guaranteed amount payable monthly to the City on the Bid Form attached to this document. Further, a bid bond shall accompany each bid. Absence of the Qualification and Business Information Questionnaire, Bid Form or the Bid Bond may be grounds for automatic disqualification from the process.

21. **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)**

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Southwest Georgia Regional Airport, that ACDBE shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the County or SWGA Regional Airport. A successful proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in at least 5.6% of the activity service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. If a successful proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the successful proposer shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a successful proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

**BID FORM
ON-AIRPORT CAR RENTAL CONCESSION
SOUTHWEST GEORGIA REGIONAL AIRPORT
ALBANY GEORGIA
BID REF #26-002**

City of Albany
222 Pine Ave. Suite 260
P.O. Box 447
Albany, GA 31702-0447

ATTN: Procurement Division

The undersigned proposes to enter into an agreement with the City of Albany for the use of space and the installation, operation, and maintenance of an on-airport car rental concession in the Southwest Georgia Regional Airport terminal building, as outlined in the Information To Bidders.

Based upon the terms, provisions and conditions of said bid document, the undersigned hereby agrees to pay the City of Albany for the rights and privileges of operating said service, the greater of certain percentages of annual gross sales derived from operation of the leased premises or a minimum annual guaranteed concession fee during the agreement, as follows:

Twelve percent (12%) of the annual gross revenue; or a minimum annual guaranteed fee for each twelve (12) month period of the agreement, whichever is greater. Minimum annual guarantees of less than \$100,000 per year will not be considered and shall be deemed non-responsive.

The undersigned, for the specified Bidder, offers to pay the City of Albany the following fees for each full License Year during the term of the License Agreement:

Minimum Annual Guarantee

First Year _____

Second Year _____

Third Year _____

Total _____

Should the undersigned become a successful bidder of the on-airport car rental concession, the undersigned will execute an agreement and deliver same to the Southwest Georgia Regional Airport within fifteen (15) days after receipt of the agreement for execution.

Authorized Original Signature

Firm Name

Date

QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE
ON-AIRPORT CAR RENTAL CONCESSION
SOUTHWEST GEORGIA REGIONAL AIRPORT
ALBANY, GEORGIA

It is the intent of The City of Albany that Bidders possess certain experience and qualifications to insure a quality on-airport car rental concession operation at the Southwest Georgia Regional Airport.

Statements contained herein must be complete and accurate. Omission, inaccuracy, or misstatements are cause for rejection of a bid.

Bidder shall have engaged in the management and operation of an automobile rental business, for at least five **(5)** years immediately preceding submission of a bid.

I. NAME OF BIDDING FIRM

Name of Firm (exactly as it is to appear on the Concession Agreement):

_____.

- ☐ Bidder does not intend to dual brand its rental car concession.
- ☐ Bidder intends to dual brand its rental car concession under the following brand names:

1.

2.

Principal Office Address: _____.

_____.

_____.

_____.

Telephone Number: _____.

Form of Business Entity: (check one)

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture

II. CORPORATION STATEMENT

If a corporation, answer the following:

When incorporated? _____.

Where incorporated? _____.

Is the corporation authorized to do business in Georgia?

☐ Yes ☐ No

If so, as of what date? _____.

The corporation is held: ☐ Publicly ☐ Privately

Furnish the name, title, and address of each officer, director, or principal share holders owning 10% or more of the corporation's issued stock:

DIRECTORS:

	<u>NAME</u>	<u>ADDRESS</u>	<u>PRINCIPAL BUSINESS AFFILIATION OTHER THAN PROPOSER'S DIRECTORSHIP</u>
1.	_____	_____	_____.
2.	_____	_____	_____.
3.	_____	_____	_____.
4.	_____	_____	_____.
5.	_____	_____	_____.
6.	_____	_____	_____.
7.	_____	_____	_____.

8. _____

OFFICERS:

	NAME	POSITION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

PRINCIPAL SHAREHOLDERS:

	NAME	POSITION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Please attach a complete copy of the Articles of Incorporation.

III. PARTNERSHIP STATEMENT

If a partnership, answer the following:

Date of Organization:

General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

_____	_____	_____	_____
Date	Book	Page	
County			

Has the partnership done business in Georgia?

Yes () No () When: _____

Name, address, and partnership share of each general partner:

	NAME	ADDRESS	% SHARE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Please attach a complete copy of the Partnership Agreement.

IV. JOINT VENTURE STATEMENT

If a joint venture, answer the following:

Date of Organization:

Joint Venture Agreement recorded: Yes () No ()

_____	_____	_____	_____
Date	Book	Page	
County			

Has the Joint Venture done business in Georgia?

Yes () No () When: _____

Name, and address of each Joint Venturer and percent of ownership of each:

	NAME	ADDRESS	% OF OWNERSHIP
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Please attach a complete copy of the Joint Venture Agreement.

V. FINANCIAL INFORMATION

A. FINANCIAL STATEMENTS

Submit an Annual Financial Statement for the last two qualifying years of handling an automobile rental business, prepared, preferably, by a certified public accountant, in accordance with generally accepted accounting principles, reflecting your past and current financial condition.

B. SURETY INFORMATION

Have you ever had a bond or surety canceled or forfeited?

Yes ()

No ()

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

C. REFUSAL OF AWARDED BID

Have any persons listed under the corporation, partnership, and joint venture statements ever been awarded a concession agreement and refused to enter into same?

Yes ()

No ()

If yes, please explain.

D. BANKRUPTCY INFORMATION

Have any persons listed under the corporation, partnership, and joint venture statements ever been declared bankrupt or entered into a Creditor's Composition Agreement.

Yes ()

No ()

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets as applicable. (Use space below).

VI. FINANCIAL REFERENCES

INSTRUCTIONS

List at least four (4) persons or firms with whom you have conducted significant financial transactions during the past three (3) years. If firms are used, give the name of the department and/or person who may be contacted. Bidders are to attach a letter of reference from a minimum of two (2) of the below-listed persons or firms, which speaks specifically to your financial ability to undertake the operation and investment contemplated in this bid.

REFERENCE NO. 1

Name: _____
Firm: _____
Title: _____
Address: _____

REFERENCE NO. 2

Name: _____
Firm: _____
Title: _____
Address: _____

REFERENCE NO. 3

Name: _____
Firm: _____
Title: _____
Address: _____

REFERENCE NO. 4

Name: _____
Firm: _____
Title: _____
Address: _____

VII. OPERATIONAL REFERENCES

INSTRUCTIONS

List at least four (4) persons or businesses (contracts) with knowledge of your ability to operate an automobile rental business, who can speak specifically to your operational experience and results. Do not use officers, agents, or employees of the City of Albany, or persons included as financial references.

REFERENCE NO. 1

Name: _____
Firm: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____

REFERENCE NO. 2

Name: _____
Firm: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____

REFERENCE NO. 3

Name: _____
Firm: _____
Title: _____
Address: _____
Telephone: _____

Nature of Association: _____

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature of Association: _____

VIII. OPERATIONAL INFORMATION

- A. In how many locations is bidder currently handling a car rental business?
[Please attach a list showing the name, address, and years of operations (dates) and gross revenues for the two most recent years of operation for 5 locations located close to Albany].
- B. Have any agreements held by the bidder, or any person listed under the corporation, partnership, or joint venture statements, for the operation of an automobile rental business ever been canceled?

Yes ()

No ()

If yes, give details:

IX. OTHER REQUIRED INFORMATION

- A. Provide a letter from your legal counsel setting forth any litigation between your company and an Airport Authority, private corporation, or municipal government that may operate an airport that bidder is, or has been involved in (the past 5 years), that relates to its operation of an automobile rental business in other locations.
- B. If your company is a Disadvantaged Business Enterprise (DBE), as defined in 49 CFR Part 26, provide documentation of certification as a DBE from the Georgia Department of Transportation. If you are not a DBE, but intend to become certified, provide a narrative detailing your qualifications for obtaining certification.
- C. Please provide a statement whether your company will offer one-way rentals to Atlanta or describe the particular policy your company has. This has been an ongoing issue with airport patrons when the airline cancels flights and the Aviation Commission wants to know each company's policy and availability for one-way rentals.

Name of Company: _____

COMPARATIVE BALANCE SHEET

<u>ASSETS</u>	<u>Latest Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Current Assets:		
Cash.....		
Marketable Securities at Cost (Market Value at _____, \$_____)		
Accounts and Notes Receivable..... Less Allowance for Doubtful Accounts		
Inventories.....		
Prepaid Expenses.....		
Other: _____		
Total Current Assets.....		
Fixed Assets:		
Land, Buildings, and Equipment at Cost.....		
Less Reserve For Depreciation.....		
Leasehold Improvements, Less Amortization		
Deferred Charges		
Other Assets: _____		
Total Assets		
<u>LIABILITIES & NET WORTH</u>		
Current Liabilities:		
Notes Payable Due Within One Year.....		
Accounts Payable.....		

Income Taxes Payable.....

LIABILITIES & NET WORTH (continued)

Latest
Fiscal Year

Preceding
Fiscal Year

Accrued Payrolls and Other Expenses.....

Other: _____

Total Current Liabilities.....

Long-Term Debt, Less Current Installments.....

Net Worth:

Capital Stock.....

Retained Earnings.....

TOTAL LIABILITIES AND NET WORTH.....

Contingent Liabilities, Non-Cancelable Lease Commitments in Excess of One Year,
etc. (If none, so state.):

No bid shall be accepted which has not been signed in ink in the appropriate space below.

A. If the bidder is an individual, sign here:

Name

If doing business under another name, give other name:

Name

B. If the bidder is a Partnership or Joint Venture, at least two (2) Partners or each of the Joint Venturers must sign here:

[Note: Attach additional

signature pages as necessary.]

(Partnership or Joint Venture Name)

By: _____
(Member of Partnership or Joint Venture)

By: _____
(Member of Partnership or Joint Venture)

C. If the bidder is a Corporation, the duly authorized officer(s) must sign as follows:

The undersigned, by execution of the enclosed Bid Form, certified that they are respectively the

_____ And _____
(Title) (Title)

of the corporation named below; that they signed this Bid Form for and on behalf of the below named corporation , and that they are authorized to execute same for and on behalf of the said corporation.

(Corporation Name)

By: _____
(Title)

By: _____
(Title)

Dated: _____

SUBMIT WITH BID

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE (AUTHORIZED)

COMPANY NAME

TITLE

DATE

SUBMIT WITH BID

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

SIGNED (AUTHORIZED)

COMPANY NAME

TITLE

DATE

*** COMPLETE AND SUBMIT ***

**BID REFERENCE
NO. 26-002
ADDENDUM ACKNOWLEDGEMENT FORM**

Instructions: Please acknowledge receipt of addenda received by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. This addendum acknowledgement form should be submitted with your bid to expedite document processing.

Acknowledgement: I, the undersigned, acknowledge receipt of the following addenda to the above referenced Invitation To Bid and have made any necessary revisions to my response or submittal. I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

Addendum No. 1 <input type="checkbox"/>	Addendum No. 3 <input type="checkbox"/>
Addendum No. 2 <input type="checkbox"/>	Addendum No. 4 <input type="checkbox"/>
<input type="checkbox"/> No Addenda received for Bid Reference NO. 26-002.	

Print Name and Title of Authorized Signer

Authorized Signature

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL,
and _____ (Name of Principal)

(Legal title and address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Albany, Georgia, hereinafter called the "Local Public Agency," in the penal sum of

_____ Dollars (\$_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

_____, 20__ for the construction of _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the allowable period specified, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise it is to remain in full force and virtue.

Signed and sealed this _____ day of _____, 20__

(Principal)

(Witness)

(Title)

Seal

(Surety)

(Witness)

(Title)

Seal

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME:

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by [_____].

WHEREAS, [_____] has submitted a bid to ALBANY so as to provide [describe _____ the _____ service, _____ products(s) _____].

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to [_____],

[_____] agrees to indemnify and hold harmless, ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful injury.

[_____] shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the undersigned pursuant to proper corporate authority this, ____ day of _____, 20__.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

****COMPLETE AND SUBMIT****

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	26-002
Solicitation /Contract Name:	

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13- 10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.
Authorization (EEV/E-Verify Company Identification Number)

Date of

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)
Contractor)

Title (of Authorized Officer or Agent

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

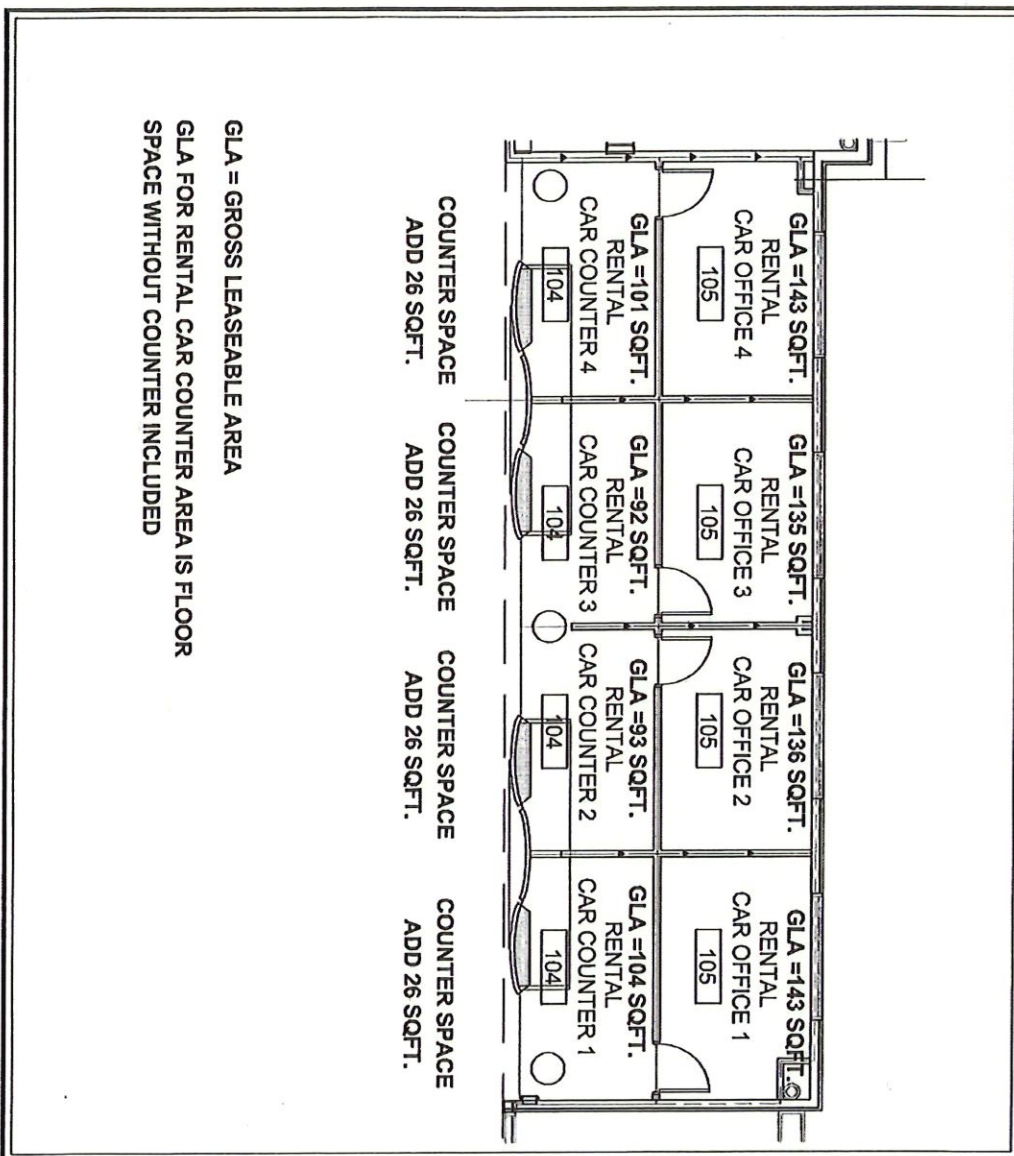
Southwest Georgia Regional Airport
 Deplanement history for Three (3)
 years

2022	Deplanements	2023	Deplanements	2024	Deplanements
Jan	2292	Jan	2701	Jan	1983
Feb	2581	Feb	2351	Feb	2126
Mar	3003	Mar	2800	Mar	2570
Apr	3006	Apr	2773	Apr	2504
May	3351	May	2758	May	2660
June	3025	June	2878	June	2757
July	2874	July	2669	July	2199
Aug	2708	Aug	2442	Aug	2199
Sept	2697	Sept	2398	Sept	2161
Oct	3086	Oct	2720	Oct	2478
Nov	3010	Nov	2508	Nov	2672
Dec	2446	Dec	2724	Dec	2919

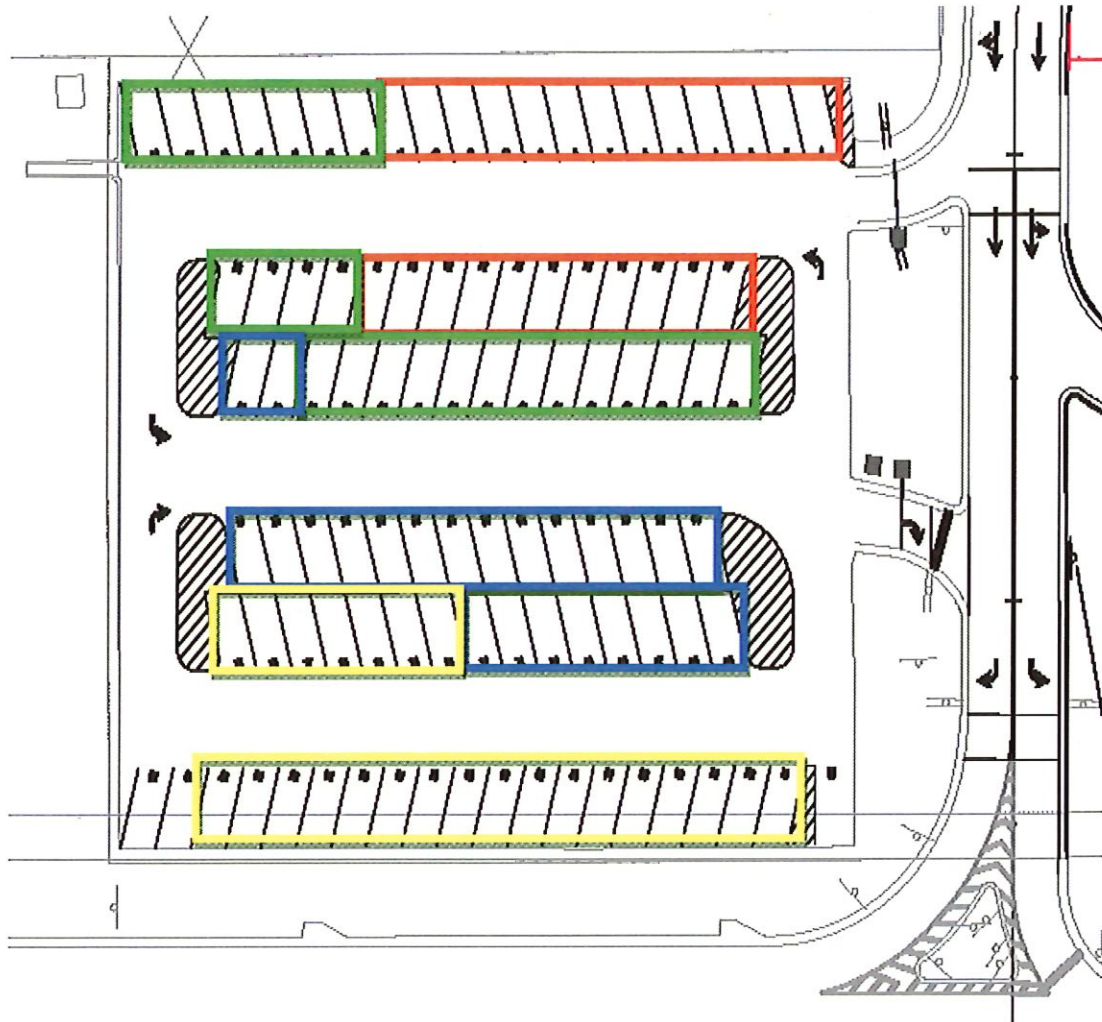


RENTAL CAR SQFT.	
SCALE: 1/8"=1'-0"	PROJECT NO. 00210066
New Commercial Terminal Program/ Southwest Georgia Regional Airport	

DATE 02-20-13	SKA
SECTION REFERENCE 23	

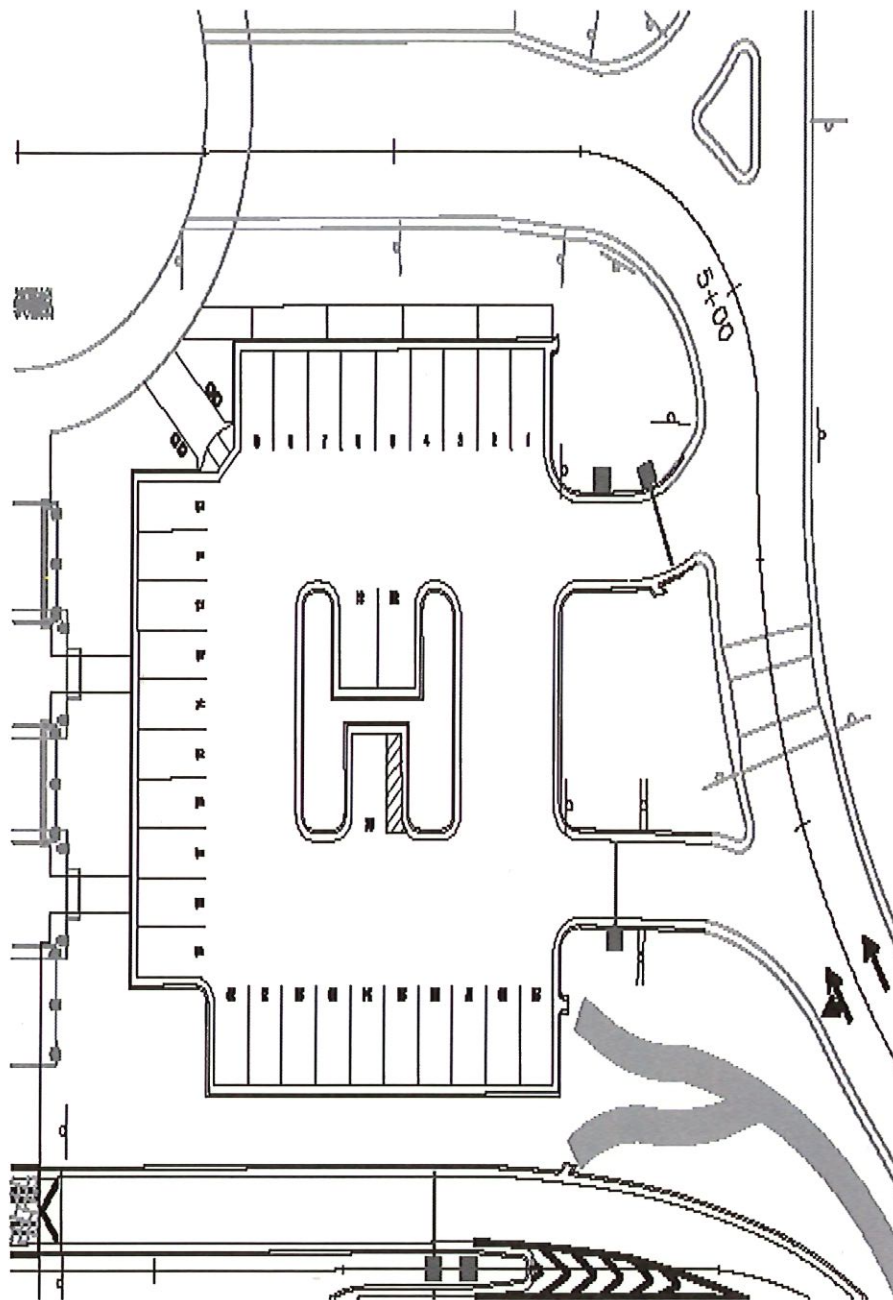


Total SQFT :
Office 1 : 270 sqft
Office 2 : 253 sqft
Office 3 : 255 sqft
Office 4 : 273sqft



Rental Car Ready Lot

- Red Lot 1
- Green Lot 2
- Blue Lot 3
- Yellow Lot 4



Rental Car Return Lot