



## REQUEST FOR BIDS (RFB) FOR CAR RENTAL CONCESSION OPPORTUNITY

Issue Date: November 9, 2017

Pre-Bid Meeting: November 15, 2017 at 10:00 AM Eastern Time  
Capital Region Airport Authority  
Capital Region International Airport  
Community Room – near Luggage Claim  
4100 Capital City Boulevard  
Lansing, Michigan 48906  
(Note: Interested parties who are unable to attend pre-bid meeting in-person are requested to contact the Airport Authority to make arrangements to participate via phone)

Pre-Bid Question Deadline: November 17, 2017 at 2:00 PM Eastern Time  
e-mail: [info@craa.com](mailto:info@craa.com)  
(Reference “Car Rental RFB” in all e-mails)

Bid Deadline: December 20, 2017 at 2:00 PM Eastern Time  
(Late Bids will not be accepted.)

Bid Submittal Location: Capital Region Airport Authority  
Capital Region International Airport  
Administrative Offices - 3<sup>rd</sup> Floor  
4100 Capital City Boulevard  
Lansing, Michigan 48906

Contact: Dale Feldpausch, CFO  
Phone: (517) 886-3714  
e-mail: [info@craa.com](mailto:info@craa.com)

**DESCRIPTION:** Through this RFB, the Capital Region Airport Authority (Airport Authority) hereby invites businesses that meet the minimum qualifications set forth herein to submit Bids for the operation of a non-exclusive Car Rental Concessions at the Capital Region International Airport. The Airport Authority will evaluate the Bidder’s submissions, and will award up to four (4) responsive and responsible Bidders with the highest bids to enter into a Concession and Lease Agreement to operate within On-Airport facilities.

The contract will be for a term of five (5) years, with one (1) five-year extension option exercisable at the sole discretion of the Airport Authority designee.

To download this Request for Bids (RFB), all attachments, and all addenda, access the Capital Region Airport Authority website at: <http://www.flylansing.com/media>. Copies of this solicitation document and any issued Addenda may also be obtained from the Capital Region Airport Authority Administrative Offices located on the 3<sup>RD</sup> of the Capital Region International Airport, 4100 Capital City Boulevard, Lansing, Michigan 48906

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## SECTION 1 – GLOSSARY OF TERMS

To the extent in this solicitation document the terms are defined in this RFB and its Attachments.

**Airport:** Capital Region International Airport.

**Affiliate or Affiliated Car Rental:** A Car Rental Company that is (a) the parent corporation of a Signatory Concessionaire or (b) a wholly owned subsidiary of such Signatory Concessionaire's parent corporation, or (c) a wholly owned subsidiary of such Signatory Concessionaire.

**Bidder:** the entity submitting a Bid to this solicitation.

**Board:** the governing body of the Airport Authority.

**Business:** an individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.

**CRIA or LAN:** Capital Region International Airport

**Form of Agreement or FOA:** the Concession and Lease Agreement attached to this solicitation.

**Freedom of Information Act (FOIA):** regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.

**Holiday:** the legal holidays observed by the Airport Authority. (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve)

**Joint Venture:** A partnership or other legal cooperative agreement between two or more persons or entities.

**Nonresponsible Bid:** a Bid submitted in reply to an RFB issued by the Airport Authority, where the Bidder does not meet all required minimum qualifications, or DBE goal requirements, if required, or is not in compliance with the Airport Authority's requirements concerning debarment, arrearage, etc.

**Nonresponsive Bid:** a Bid submitted in reply to an RFB issued by the Airport Authority, which does not conform to all material requirements of the RFB.

**Notice of Award:** written notification from the Airport Authority to the Responsible Bidder(s) that they have been awarded the contract.

**Partnership:** an agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Responsible Bidder:** a Bidder who is qualified in all respects to fully perform the required services or to provide the required goods, and who possesses the integrity, experience and reliability necessary for good faith performance. A responsible Bidder meets the minimum qualification requirements and conforms to the Airport Authority's requirements such as debarment, arrearage, and where applicable, DBE participation goal.

**Responsive Bid:** a bid timely submitted by a Bidder in reply to, and in conformity with all material requirements of a Request for Bids issued by the Airport Authority.

## SECTION 2 – INSTRUCTIONS AND GENERAL REQUIREMENTS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Bidders are advised to review this document in its entirety and to rely only upon the contents of this RFB and accompanying documents and any written clarifications or addenda issued by the Airport Authority. The Airport Authority is not responsible for any oral instructions. If a Bidder finds a discrepancy, error, or omission in the RFB document, the Bidder is requested to promptly notify the Contact noted on the Cover Page of this RFB, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing by the pre-bid question deadline. No contact with other Airport Authority employees, officers or Board members regarding this document is permitted.
- 2) **PRE-BID MEETING:** A pre-bid meeting concerning this RFB will be held. The date, time and location are indicated on the Cover Page of this RFB. Staff will be available at this meeting to answer questions about this RFB. ***Attendance at the meeting is strongly encouraged.***
- 3) **SITE VISIT:** A site tour concerning this RFB is not currently planned. Those interested in touring the proposed lease sites, may call or email the Contact provided on the Cover Page of this RFB to schedule a site visit during normal business hours. No site tours will be scheduled within the period of seven (7) calendar days before the Bid Deadline for the RFB.
- 4) **RFB MODIFICATIONS/ADDENDA:** Clarifications or modifications may be made to this solicitation at the discretion of the Airport Authority. Any and all Addenda issued by the Airport Authority will be posted as noted on the Cover Page of this RFB. It is the responsibility of the Bidder to obtain from the Airport Authority any issued Addenda and to acknowledge the Addenda on the Bid Form. If any changes are made to this solicitation document by any party other than the Airport Authority, the original document in the Airport Authority's files takes precedence.
- 5) **BID DEADLINE / LATE SUBMISSIONS:** The bid is due not later than the date and time listed on the Cover Page of this RFB. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this solicitation prior to the deadline date indicated on the Cover Page of this solicitation. The Airport Authority's time stamp will determine the official receipt time. Bids will be accepted at any time during normal business hours, which are from 8:00 A.M. to 4:30 P.M. Eastern Time, Monday through Friday, except for legal holidays observed by the Airport Authority. Bids received after the Bid Deadline will not be opened and will be returned to the Bidder unopened.
- 6) **BID SUBMISSION:** Failure to submit a timely bid including: 1) a signature binding the offer; and 2) a fully completed Concession Fee Form, and 3) Bid Guarantee, will result in your bid being deemed nonresponsive; these items will not be waived or considered a minor informality or irregularity.
  - a) The Bidder is to submit the following required information:
    - i) An original signed bid.
    - ii) A refundable Bid Guarantee (cashier's check, certified check of a bank or trust company, or bid bond) in the amount of \$5,000.00 made payable to the Capital Region Airport Authority. The Bidder must submit the Bid Guarantee with the Bid in response to this RFB. Failure to submit the Bid Guarantee in the specified form will result in the Bid being deemed Nonresponsive and the Bid rejected without any further evaluation. Note: Bid Guarantees will be returned to non-Bidders immediately after the Airport Authority has deemed that Bidder is either Nonresponsive or Nonresponsible. Bid Guarantees for all remaining Bidders will be held until an agreement is fully executed. If a successful Bidder should fail to execute or comply with all provisions of an Agreement within fifteen (15) calendar days after submission of such Agreement by the Airport Authority, the Bid Guarantee will be forfeited to the Airport Authority. Any bidder who refuses to enter an Agreement after being chosen will forfeit the Bid Guarantee.

- iii) Verification of Minimum Qualifications Form (or provide the required information to show the Bidder meets each of the Minimum Qualifications as listed in this solicitation document).
  - iv) Business Information Form (Certification section must also be signed)
    - (1) Certification concerning Iran: The Bidder certified that its business neither (a) engages in investment activities in the energy sector of Iran, including the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, nor (b) extends credit to another person or entity, if that person or entity will use the credit to engage in investment activities in the energy sector of Iran.
  - v) Evidence that the Bidder will meet the Airport Concessions Disadvantaged Business Enterprise (ACDBE) goal as defined in applicable Federal Regulations.
  - vi) Bidder must be in Good Standing with the State in which their business is domiciled. The Bidder must certify on its Business Information Form that it is in Good Standing or not required to obtain such a certificate or otherwise register with that state. If the Bidder is domiciled outside of Michigan, the Bidder will also be required to be in Good Standing with the State of Michigan or certify on its Business Information Form that it is not required to obtain such standing or otherwise register with the State of Michigan.
- b) Right to Request Financial Statements: The Airport Authority reserves the right to request a copy any Bidder's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. The footnotes (sometimes referred to as Notes to the Financial Statements) are considered an integral part of the financial statements and must be included. If your business is not required by federal, state and local law, financial institutions, or business management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, Bidders may request the Airport Authority to accept submission of an internally generated balance sheet and income statement instead. If accepted by the Airport Authority, the Bidder shall submit requested internal documents.
  - c) Bids must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFB Title, Solicitation Number, Deadline and Bidder's name, address, phone, fax and contact name. Bids sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFB.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Bids (RFB), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder.
  - g) All documentation submitted with the bid will become the property of the Airport Authority.
  - h) Bids must be held firm for a minimum of 60 days from the Bid Deadline date of the RFB.
- 7) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the language in the Request for Bids (including its Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this RFB or its Terms and Conditions. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's Bid, the Airport Authority will assume complete conformance with this specification and the Responsible Bidder will be

required to perform accordingly. Bids not meeting all requirements may be rejected. Bids taking exception to material terms and conditions (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The Airport Authority reserves the right to accept or to allow the Bidder to withdraw any or all exceptions.

8) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.

9) **REJECTION OF BIDS:** Bids will be rejected for the following reasons:

- a) Bidder's failure to submit all required information of RFB.
- b) Bidder's failure to meet minimum qualifications of RFB.
- c) Bidder is in arrears or in default to the Airport Authority on any contract, debt, or other obligation.
- d) Bidder has failed to perform acceptably on any existing or prior contract or agreement with the Airport Authority.
- e) Bidder is debarred by the Airport Authority or federal government (for federally funded contracts) from consideration for a contract award.
- f) Bidder has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.

10) **CANCELLATION OF RFB:** The Airport Authority reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Chief Executive Officer (CEO) or his designee that the best interest of the Airport Authority will be served by so doing. If the solicitation is cancelled or all bids are rejected by the Airport Authority, a notice will be posted the Airport Authority's website.

11) **PROCUREMENT PROCESS:** Procurement for the Airport Authority will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Airport Authority. The Chief Executive Officer has the vested authority to execute a contract, subject to Board approval where required.

12) **BID SIGNATURES:** Bids must be signed in ink by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the Airport Authority if the Bidder is determined to be the lowest Responsive and Responsible Bidder.

**13) CONTRACT AWARD AND CONTRACT EXECUTION:**

- a) The Airport Authority reserves the right to award more than one contract at its sole discretion, to all Responsive and Responsible Bidders.
  - b) All contract award recommendations must be approved by either the Airport Authority's CEO or Board.
  - c) The Bidder(s) to whom the award is being recommended will be notified and provided the Airport Authority's contract for execution at the earliest possible date. If for any reason, the awarded Bidder(s) does not execute a contract within fifteen (15) calendar after provided by the Airport Authority, then the Airport Authority may recommend award to the next highest Responsive and Responsible Bidder.
  - d) A final Notice of Award will only be issued after completion of a fully executed contract.
  - e) If a Bidder requires an agreement beyond any agreement (e.g. Terms and Conditions) required by the Airport Authority, or required as a part of this solicitation by the Airport Authority, the Airport Authority reserves the right to reject execution of any additional agreements required by the Bidder. In instances where the Airport Authority rejects execution of additional agreements that are required by the Bidder, the Airport Authority reserves the right to deem the bid as Nonresponsive, and to recommend award to the next most Responsive and Responsible Bidder.
- 14) **NO RFB RESPONSE:** Bidders who receive this RFB but who do not submit a bid should notify the Airport Authority and provide the reason(s) for not responding.
- 15) **FREEDOM OF INFORMATION ACT ("FOIA") REQUIREMENTS:** Bids are subject to public disclosure after the Bid Deadline in accordance with state law.
- 16) **PROTESTS:** A protest must be filed in writing with the Airport Authority's contact provided on the Cover Page of the RFB and prior to the RFB deadline.
- 17) **SECURITY BADGES:** It is not anticipated that security badges are required; however, if restricted access is necessary under escort by the Airport Authority, individuals will be required to produce a valid government issued identification with a photograph.
- 18) **AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE (ACDBE) PROGRAM:**
- a) The ACDBE goal for each of these opportunities is one percent (1%). Participation will be based on the gross sales projected to be generated from operation of the concession during the entire term of the Lease and Concession Agreement.
  - b) It is the policy of the Department of Transportation and the Airport Authority that DBE businesses shall have the maximum opportunity to participate in concessions at Airports where programs and/or improvements are, or have been, financed in whole or in part with Federal funds. Consequently, the DBE requirements, of 49 CFR Part 23, apply to this Concession.
  - c) The successful Bidders agree to ensure that DBEs have the maximum opportunity to participate in the performance of the Lease Concession Agreement or in any contracts or subcontracts resulting there from. In this regard, Car Rental Companies shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts, including without limitation, supply goods and/or service contracts. Concessionaire shall not discriminate on the basis of race, color, national origin or sex in the award and performance of such contracts.

- d) All Bidders are hereby notified that failure to include a plan for DBE participation, in accordance with this Section 38, may be grounds for declaring such Bidder's Bid incomplete and may be grounds for disqualification from eligibility for award of the Concession. Likewise, Concessionaire's failure to carry out its DBE obligation set forth in the Agreement Documents, once an Award is made and the Lease Concession Agreement executed, shall constitute a breach of contract which may result in termination of the Lease and Concession Agreement, or such other remedy as deemed appropriate by applicable regulatory entities.
  - e) ACDBE reporting is required by the Lease Concession Agreement to track ACDBE achievement in order for the Airport Authority to report yearly to the FAA the level of ACDBE participation achieved. The Concessionaires must submit a complete ACDBE Certified Monthly Participation Statement (MPS) which is due by the fifteenth (15th) day of each following month. The MPS shall contain all required information and signatures. Any MPS received thirty (30) or more days late will result in the Concessionaire being designated as "non-compliant".
- 19) **INSURANCE REQUIREMENTS:** The Bidder must submit proof that they meet all Airport Authority insurance requirements prior to executing the Agreement. Proof of insurance as stated in the attached Form of Agreement) will be required within seven (7) calendar days of request. To expedite the process, Bidder's may submit a copy of their current coverage with their Bid.



## SECTION 3 – SPECIFIC TERMS AND REQUIREMENTS

- 1) **MINIMUM QUALIFICATIONS:** Bidders (specifically, the Business that will be contractually bound under the contract with the Airport Authority) will be deemed Nonresponsible and rejected without any further evaluation if they, as a Business, do not meet the minimum qualifications. In order to be considered a Responsive Bidder by the Airport Authority, a Bidder must meet all of the following requirements:
  - a. Be a recognized company, corporation or partnership under the laws of one of the states of the United States of America and must be authorized to do business in the State of Michigan, and
  - b. Demonstrate that Bidder has competence in the Airport car rental business as evidenced by a national reservations system, and
  - c. Demonstrate that Bidder has a fleet of at least twenty-five (25) current model automobiles which are no more than two (2) model years old and range in price from premium to discount rental, (compact model autos may be provided in addition to the required 25 automobiles), and
  - d. Demonstrate the Bidder has adequate staff to provide safe, efficient and courteous rental car service to meet the demand for car rental services at the Airport at least during the hours of airline flight schedules; and
  - e. Have the financial resources to meet its obligations to the Airport Authority under its Concession and Lease Agreement.
- 2) **CONTRACT TERM:** The agreement shall be for a maximum term of ten (10) years; an initial 5-year term beginning on February 1, 2018 and ending on January 31, 2023, with one five (5) year renewal beginning on February 1, 2023 exercisable at the sole discretion of the Airport Authority's Chief Executive Officer or his designee. The contract year for the Lease and Concession Agreements resulting from this RFB shall be from February 1 to January 31.
- 3) **CONCESSION FEE:** Responsible Bidders will pay to the Airport Authority a Concession Fee equaling the greater of (a) the Minimum Annual Guarantee ("MAG") or ten percent (10%) of Annual Gross Revenues whichever is greater. On or before the 15<sup>th</sup> of each month, at least 1/12<sup>th</sup> of the annual Concession Fee must be paid to the Airport Authority.
- 4) **YEAR END RECONCILIATION:** Before February 20<sup>th</sup> of each year, the Concessionaire shall compare the MAG amount paid for the previous 12 months (February 1 to January 31) to an amount equal to 10% of its Total Gross Revenues for the same period, and pay the additional amount or request a credit from the Airport Authority so that the total amount paid to the Airport Authority for the contract year (February 1 to January 31) is the greater of MAG or 10% of the Total Gross Revenues.
- 5) **MINIMUM ANNUAL GUARANTEE (MAG):**
  - a) The initial minimum MAG for year 1 (to be entered on the Car Rental Concession Fee Form of this RFB) shall not be less than 10% of 90% of Gross Revenues of the brand operating at the Airport during the period from October 1, 2016 to September 30, 2017 OR one hundred thousand dollars (\$100,000) per year, whichever is greater.
  - b) The MAG for contract years 2 through 5 shall be 10% of the previous contract year's Gross Revenues but not lower than 85% of the total required Concession Fee for the previous contract year.
  - c) If the renewal option is exercised by the Airport Authority, the MAG for contract year 6 shall be negotiated.

- d) If the renewal option is exercised by the Airport Authority, the MAG for contract years 7 through 10 shall be 10% of the previous contract year's Gross Revenues but no lower than 85% of the total required Concession Fee for the previous contract year.
- e) At no time shall the MAG be less than the MAG of contract year 1.
- 6) **FACILITY USAGE FEES:** In addition to the Concession Fee, successful Bidders will also pay Facility Usage Fees in the form of monthly rent for Car Rental Office and Customer Counter space in the Airport terminal building and the Car Rental Service Areas and Buildings. These rates and fees are determined annually as part of the Airport Authority's rate setting process. The fee for Ready/Return Car parking spaces will also be paid monthly by the successful Bidder. The Ready/Return Car parking space fee of \$10.00 per space per month will not be changed throughout the initial five-years of the Agreement.
- 7) **BID EVALUATION:** The Bidder with the highest MAG will select its Car Rental Service Area first, the Bidder with the second highest MAG will select its Car Rental Service second, and so on. In the event that there are more Bidders than Car Rental Service Sites, then the Bidders with the lowest MAG(s) will be offered the opportunity to operate Off-Airport. In addition, the Bidder with the highest MAG will select Car Rental Office and Customer Counter space and Ready/Return Car parking spaces first. In the event of a tie, the choice for Car Rental Service Sites, Car Rental Office and Customer Counter spaces, and Ready/Return Car Parking Spaces shall be awarded to the Bidder with the largest volume of annual rentals for the previous three (3) years at the Airport. Unless otherwise agreed to by all Car Rental Companies operating at the Airport, the number of Ready/Return Car Parking Spaces assigned to each Car Rental Company will be based of the MAGs submitted with the Bids for the first year and the actual Concession Fee paid to the Airport Authority in subsequent years of the Agreement.
- 8) **POST BID DEADLINE CAR RENTAL COMPANY ENTRANTS:** If any Car Rental Company begins operations at the Airport after February 1, 2018 but did not submit a bid in response to this RFB, the Rental Car Company, will pay all fees required by Car Rental Companies and be assigned a number Ready/Return Car Parking Spaces based on their MAG initially and the required Concession Fee in subsequent years of the Agreement.
- 9) **RELOCATION COSTS:** The costs associated with any relocation of an existing Car Rental facility (including signs) to another facility shall be the sole responsibility of the successful Bidder making the relocation request.
- 10) **OPERATING RESTRICTIONS:** Successful Bidders may not position equipment or personnel to process customers in any area(s) not approved by the Airport Authority. Each Responsible Bidder who operates a Car Rental Concession hereunder shall not operate airport parking services from its On-Airport Car Rental Service Sites.
- 11) **FORM OF AGREEMENT:** The Bidder agrees to contract with Airport Authority to enter into a Lease and Concession Agreement, and, if awarded the concession therefore, the undersigned agrees to pay to Airport Authority the fees set forth in the attached Lease and Concession Agreement and the greater of the following amounts: Attachment B - Form of Agreement with key terms and conditions related to Car Rental Services at the Airport will be issued as an Addendum to this RFB.

## SECTION 4 – SCOPE OF CONCESSION OPPORTUNITY

- 1) **INTRODUCTION:** The Agreements to be awarded as a result of this RFB will be non-exclusive as the Airport Authority will be awarding multiple agreements. Additionally, the Airport Authority will also have the right to provide parking, offices, and such other privileges to other car rental companies and/or car sharing companies during the term of the Concession and Lease Agreement awarded as a result of the this RFB.
- 2) **ON-AIRPORT CAR RENTAL FACILITIES:** There are four (4) On-Airport Car Rental Service Areas at the Airport, four (4) Car Rental Office and Customer Counters in the Airport's luggage claim area, and a Ready/Return Parking Lot with a minimum of 96 spaces for rental cars, all depicted on Attachment B. Each Car Rental Service Area includes a paved car parking area, a fuel storage and pump, and a car service building. Descriptions of the four (4) Car Rental Service Areas are as follows:

Area A                      Paved Car Parking Area - 20,300 square feet  
Building - 32 feet x 38 feet - 1,216 square feet  
No air conditioning

Area B:                      Paved Car Parking Area - 20,300 square feet  
Building - 32 feet x 38 feet - 1,216 square feet  
No air conditioning

Area C:                      Paved Car Parking Area - 20,300 square feet  
Building - 32 feet x 54 feet - 1,728 square feet  
No air conditioning

Area D:                      Paved Car Parking Area - 20,300 square feet  
Building - 32 feet x 70 feet - 2,240 square feet  
Air Conditioned

### 3) **FACILITY UTILIZATION AND BRANDS:**

- a) Bidders shall bid as individual brands. Brands must be one hundred percent (100%) owned, controlled or have the contractual right to be operated by the Bidder. If two or more Bidders are wholly owned or controlled by the same entity, the Bidders must be prepared to attest that no collusion has taken place in the bid process, and the parent company must be prepared to sign each Concession and Lease Agreement as guarantor of all obligations and duties contained therein.
- b) "Dual branding" or operating two (2) brands from the same facilities is permitted, however, a separate Bid must be submitted for each Brand. See sub-sections c and d below for financial obligations of Car Rental Companies if all available facilities are not leased.

- c) Rental Office and Customer Counters Areas. If any Car Rental Office and Customer Counter is not leased by a Car Rental Company, then all Car Rental Companies utilizing a Car Rental Office and Customer Counter space will share equally in paying the rent for the vacant Office and Customer Counter area(s) throughout the term of the Agreement or until the vacant Car Rental Office and Customer Counter is rented by the Airport Authority to another tenant or used by the Airport Authority for other purposes. Note: All Car Rental Office and Customer Counters areas leased by a Car Rental Company must be staffed at least during the hours of airline flight schedules.
  - d) Car Rental Service Areas and Buildings. If any Car Rental Service Areas is not leased by a Car Rental Company, then all Car Rental Companies utilizing a Car Rental Service Area will share equally in paying the rent for all vacant Car Rental Service Areas throughout the term of the Agreement our until the vacant Car Rental Service Area is rented by the Airport Authority to another tenant or used by the Airport Authority for other purposes.
- 4) **GOVERNMENTAL APPROVALS:** It shall be the responsibility of each Successful Bidder, for its sole benefit and on its own behalf, to secure approval from appropriate governmental agencies, everything including permits and approvals necessary to the lawful conduct of the concession operations and activities contemplated hereunder. The Successful Bidder shall pay all fees and service charges assessed by said governmental agencies.

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## BID FORM

**Failure to submit a signature binding the offer with your Bid shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected to provide the stated goods and/or services to the Airport Authority, for the term as stated in the RFB, and to enter into an Agreement with the Capital Region Airport Authority in accordance with the Airport Authority's terms and conditions, as attached to the RFB and as may be revised by the Airport Authority from time to time, together with any written addendum as specified above. Bidder hereby certifies its receipt and understanding of, and accepts and agrees to be bound by (1) the Airport Authority's terms and conditions outlined in the RFB and Airport operating requirements as may be revised by the Airport Authority from time to time or (2) the Form of Agreement.

By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with all applicable requirements outlined in this RFB and its attachments, and 2) if awarded an agreement to provide the Services required in the RFB, the Bidder will comply with all requirements of the Airport Authority.

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid. The undersigned also agrees to abide by the pricing contained on the Car Rental Concession Fee Form.

**I certify, under penalty of perjury, that I have the legal authorization to bind the business hereunder:**

\_\_\_\_\_  
Brand Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

For clarification of this offer, contact:

\_\_\_\_\_  
Address (NO PO BOX ALLOWED)

Name: \_\_\_\_\_

\_\_\_\_\_  
City                      State                      Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Cell Phone: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Fax: \_\_\_\_\_

\_\_\_\_\_  
Title

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax ID

## VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form or provide the required information for verification of minimum qualifications will result in your Bid being deemed nonresponsive and rejected without further evaluation.

Note Bidder must submit information that substantiates how Bidder meets each of the minimum qualifications listed in this RFB. Bidders may record the minimum qualification information on this Form or provide the required information as an attachment. Also, provide a reference contact or document to verify each minimum qualification.

**1) Minimum Qualification (a)** Be a recognized company, corporation or partnership under the laws of one of the states of the United States of America and must be authorized to do business in the State of Michigan.

**Describe how Bidder meets this minimum qualification or provide documentation that provides evidence:**

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**2) Minimum Qualification (b)** Demonstrate that Bidder has competence in the Airport car rental business as evidenced by a national reservations system.

**Describe how Bidder meets this minimum qualification or provide documentation that provides evidence:**

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**Verification: Provide reference contact information:**

Airport #1 Name: \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contract Start/Expiration Dates: \_\_\_\_\_

**VERIFICATION OF MINIMUM QUALIFICATIONS FORM (Continued)**

Airport #2 Name: \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contract Start/Expiration Dates: \_\_\_\_\_

Airport #3 Name: \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Contract Start/Expiration Dates: \_\_\_\_\_

- 3) Minimum Qualification (c)** Demonstrate that Bidder has a fleet of at least twenty-five (25) current model automobiles which are no more than two (2) years in age and range in price from premium to discount rental, (compact model autos may be provided in addition to the required 25 automobiles).

**Describe how Bidder meets this qualification or provide documentation that verifies Bidder meets this requirement:**

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- 4) Minimum Qualification (d)** Demonstrate the Bidder has adequate staff to provide safe, efficient and courteous rental car service to meet the demand for car rental services at the Airport at least during the hours of airline flight schedules.

**Describe how Bidder meets this qualification or provide documentation that verifies Bidder meets this requirement:**

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## VERIFICATION OF MINIMUM QUALIFICATIONS FORM (Continued)

- 5) **Minimum Qualification (e)** Have the financial resources to meet its obligations to the Airport Authority under its Concession and Lease Agreement.

**Describe how Bidder meets this qualification or provide documentation that verifies Bidder meets this requirement:**

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## CAR RENTAL CONCESSION FEE FORM

**Failure to complete this form shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

By submission of a bid, the Bidder agrees to enter into an Agreement with the Capital Region Airport Authority to operate a Car Rental Concession at the Capital Region International Airport, as set forth in the attached Form of Agreement, and according to the terms set forth therein, pay to the Capital Region Airport Authority, the Concession Fees and Facility Usage Fees, payable on a monthly basis.

### **Minimum Annual Guarantee (MAG)**

The Minimum Annual Guarantee, as written by the Bidder in the blank below, will be used by the Airport Authority in determining the ranking of Bidders and rights and allocation of facilities.

**Brand Name:** \_\_\_\_\_

**MAG for Year 1\* (February 1, 2018 – January 31, 2019):** \$ \_\_\_\_\_

\* The above MAG for contract year 1 shall not be less than 10% of 90% of Gross Revenues of the Brand operating at the Airport during the period from October 1, 2016 to September 30, 2017 OR one hundred thousand dollars (\$100,000) per year, whichever is greater.

## BIDDER INFORMATION FORM

**Failure to complete this form or provide the required information will result in your Bid being deemed nonresponsive and rejected without any further evaluation. Use additional pages as necessary.**

BRAND \_\_\_\_\_

NAME OF BUSINESS \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_ BUSINESS WEBSITE \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation ( ) LLC ( ) Joint Venture ( )

State of Incorporation/Registration \_\_\_\_\_ Date of Incorporation/Registration \_\_\_\_\_

Partnership ( ) If Partnership, select one of the following: Limited ( ) or General ( )

Individual ( )

( ) Business is in Good Standing with the State of Michigan.

( ) Business is in Good Standing with the state in which this business is domiciled.

( ) This business is not required to obtain a Certificate of Good Standing or otherwise register with the State of Michigan (and its state of domicile, if different). Explain why \_\_\_\_\_

Identify any conflicts of interest (financial, ownership, business or personal relationship) with the Capital Region Airport Authority, any of its employees, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete, that this business neither (a) engages in investment activities in the energy sector of Iran, including the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, nor (b) extends credit to another person or entity, if that person or entity will use the credit to engage in investment activities in the energy sector of Iran:

By \_\_\_\_\_  
(Signature) \_\_\_\_\_ Date

\_\_\_\_\_  
(Title)

## SECTION 6 – ATTACHMENTS

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## **ATTACHMENT A – FACILITY DIAGRAMS**

**Attachment A will be issued as an Addendum to this RFB.**

## **ATTACHMENT B – FORM OF AGREEMENT**

**Attachment B will be issued as an Addendum to this RFB.**