

## **"GENERAL SPECIFICATIONS"**

(Automobile Rental Concession)

1. Contract Award: the Dothan-Houston County Airport Authority will determine the successful bidders or will reject all bids as soon as is practical and at its discretion after the opening of bids. Such award action may be deferred for a period of up to three calendar weeks from the date of the bid opening. A contract may be awarded to no more than three (3) qualified, responsible bidders due to space limitations in the terminal building of the Dothan Regional Airport. (NO MORE THAN THREE (3) CONTRACTS WILL BE AWARDED.) Dual branding will not be permitted. Each bidder will only be allowed to bid on one space.
2. Bond Requirement:
  - a. Each bid, to be considered, conforming to these specifications must be accompanied by a separate "Bid Bond" in the form of a certified check made payable to the Airport Authority in the amount of \$5,000.00 which will be given as security and, if the bid is accepted, will be held as security until the contract is executed.
  - b. "Bid Bond" of unsuccessful bidders will be returned within ten (10) days after the award of the contract by the Authority.
  - c. The "Bid Bond" from the successful bidders will be forfeited as surrendered to the Authority as an agreed amount of liquidated damages in the event of bidder's failure to conform to all of the conditions made in its proposal.
  - d. The "Bid Bond" of successful bidders, who enter into a contract with the Authority, will have said bond applied, in its total amount if necessary, against the first rental payment due.
3. Term of Contract: The term of the contract to be entered into with the Authority will be for a Five (5) year period.
4. Applicable Laws: It is expressly understood by the individual corporation submitting a bid proposal that the successful bidder for this concession will agree to conform to all Federal, State, County and Municipal laws and/or regulations as well as all Airport Authority rules and regulations. All of which may apply to the construction of, operation of, or maintenance of such concession and that the Airport Authority is to be held free and harmless from any act or failure by the successful bidder to do so.
5. Performance Ability: Bidders must submit evidence of performance ability by completion of the "INFORMATION CONCERNING BIDDER" questionnaire; of

their competency, facility, experience and resources to fulfill the conditions of the proposals offered. This questionnaire is to be considered a part of the proposal and must be submitted in complete response as a part of the proposal. Furthermore, in order to be qualified to submit a bid proposal, bidders must be capable of providing the following services for its customers at the Dothan Regional Airport:

- a. A national credit car system.
- b. A national reservation system.
- c. A "rent-it-here"/"Leave-it-there" service policy.
- d. Be able to provide bodily injury and property damage liability insurances as primary coverage and not as excess of customer's liability insurance coverage.

Additionally, each bidder must have been engaged in the automobile rental business for at least three years immediately prior to the date of its submitted bid proposal. Furthermore, each applicant or bidder shall be a licensed corporation of one of the United States and must be authorized to do business in the State of Alabama prior to commencing operations under the terms of the concession agreement to be entered into.

6. Contract Execution: The successful bidder will be required to enter into a contract with the Airport Authority within thirty (30) days after receipt of contract for this concession or will forfeit its deposit as liquidated damages.
7. Misrepresentations: In submitting of any information relative to these specifications, questionnaire or bid proposal, any misrepresentations will result in the Airport Authority having the right to consider that bidder "Irresponsible".
8. Examination of Agreement: Each bidder shall carefully examine the terms of the attached proposed concession agreement. Each bidder shall judge for itself as to all conditions or circumstances having relationship to the bid proposal for this concession. Each bidder will be charged with the responsibility of making an on-site inspection of the airport, locations of the automobile rental concessionaire facilities within the terminal building and the location and size of the ready car area and storage area. Failure on the part of any bidder to make such examinations and inspections shall not constitute a ground for declaration by bidder that it did not understand the conditions with respect to its bid proposal.
9. Counter Space Rental, Concession Fee, and Customer Facility Charge: A counter space rental will be paid for at the rate of \$16.09 per square foot per year. Additionally, a concession fee payment for the concession shall be based on ten (10) percent of annual gross receipts but not less than an annual minimum guarantee of \$80,000.00. Payments will be made to the Airport Authority in monthly installments based upon one twelfth (1/12th) of the minimum annual concession fee or the percentage of gross sales for the preceding month whichever is greater. The annual minimum guarantee will be secured by a performance bond or other arrangement

acceptable to the Authority. A customer facility charge will be collected on daily basis for all cars rented for twenty-four hours or fewer hours for the first transaction day, and every twenty-four hours for each day thereafter. The current customer facility charge is \$2.25 per transaction day. The customer facility charge will be collected by all rental car companies operating on the Airport, as well as any rental car company delivering cars to the Airport from off Airport property. The customer facility charge collected by the rental car companies shall be held in trust by the rental car companies for the benefit of the Airport and shall be remitted monthly to the Airport by the 15<sup>th</sup> day of each trailing month. Failure to remit payment by the 15<sup>th</sup> will result in a "late fee" charge of 5% of the amount due. Rental car companies and their agents hold only a possessory interest in the customer facility charge, and no legal or equitable interest.

10. Discrepancies: Should the bidder find a discrepancy in or omission from the specifications or should there be any doubt as to the meaning of any provisions thereof, it shall at once notify in writing the Airport Director who then will send written instructions to all bidders. Such written notification by the bidder must be received by the Airport Manager at least ten (10) days prior to the date set for the opening of bids.
11. Allocation of Counter and Ready Care Areas: Successful bidders, in descending order of their bids for the full five (5) years shall select from available rental counter space and ready-car areas. The Airport Director will make such assignments of spaces. Current concessionaires who succeed themselves shall retain their present counter locations.