MIDDLE GEORGIA REGIONAL

# AIRPORT

# Non-Exclusive Automobile Rental Services Concessions

**BID SOLICITATION**
**21-008-LS**

**Issued: October 8th, 2020**
**Bids Due: November 5th, 2020 12:00PM NOON**

Middle Georgia Regional Airport
1000 Terminal Drive
Suite 100
Macon, GA 31216
**Macon-Bibb County**
**Middle Georgia Regional Airport**
**Bid Solicitation**
**Automobile Rental Services Concessions**

## PURPOSE

The purpose of this Bid Solicitation is to solicit bids from prospective concessionaires ("Bidders") in order to award nonexclusive rental car concession privileges at Middle Georgia Regional Airport (MCN) ("Airport"). These instructions are not intended to completely define the proposed contractual relationship between the Bidder and Macon-Bibb County ("County"), but rather provide direct information necessary for completing the bid package.

## DEADLINE FOR BIDS

The County will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201 until 12:00 o'clock NOON at the time legally prevailing in Macon, Georgia on Thursday, November 5th, 2020. **No bids will be accepted after this designated time**. Bids will be publicly opened in the Macon-Bibb County Finance Department Conference Room on Thursday, November 5th, 2020 at 2:00 pm.

## GENERAL INFORMATION

The Middle Georgia Regional Airport is a commercial service airport serving the Middle Georgia market. MCN is located nine miles south of downtown Macon. The Airport is currently served by Contour Airlines, who offers daily, roundtrip service to Baltimore-Washington International Airport (BWI). The Airport also serves general aviation traffic, including extensive corporate, business, and military aircraft. MCN is owned and operated by Macon-Bibb County and has a total square footage of 1,269 feet. The Airport has two runways; the primary runway is 5/23 and is 6,501 x 150 feet and the secondary runway is 14/32 and is 5,000 x 100 feet.

The terminal facility includes approximately 25,000 square feet of enclosed space and consists of airline counters, lobby and waiting areas, passenger screening, restrooms, vending, concessions, baggage claim, three rental car counters, Macon-Bibb County Sheriff's Office Airport Precinct, and the Airport Administrative Offices.

The Airport currently hosts two on-site car rental operators. The County desires to enter into Agreements for the purpose of providing for the operation of non-exclusive rental car concessions in the terminal facility. Rental car concessions shall provide to the public and airport users "passenger-type" rental vehicles as stated in this Bid Solicitation.

Dual Branding shall be permitted under this Bid Solicitation by those companies that wholly own (100% ownership interest) two rental car brands. Any Bidder wishing to dual brand must provide evidence of ownership and will be required to bid for and work from a single counter and share the provided thirty-eight (38) parking spaces. Bidders who do not bid dual brands hereunder will not be allowed to operate as such during the term of any agreement awarded pursuant to this process. If a Bidder bids dual brands its Minimum Annual Guarantee and Gross Receipts/Gross Revenues as identified in the sample agreement shall include the combined figures of both.

## PASSENGER STATISTICS AND AIRLINE INFORMATION

Table 1 below indicates the total amount of enplaned, deplaned, and movement of passengers at Middle Georgia Regional Airport, for years 2017-2019.

**Table 1**

**Middle Georgia Regional Airport**

**Passenger Statistics**

| | **2017** | **2018** | **2019** |
|---|---|---|---|
| **Total Enplanements** | 4891 | 15553 | 16895 |
| **Total Deplanements** | 4824 | 15354 | 16787 |
| **Total Movements** | 9715 | 30907 | 33682 |

Contour Airlines is the primary air carrier for Middle Georgia Regional Airport (MCN), providing daily air service to Baltimore-Washington International Airport (BWI). Middle Georgia Regional Airport also receives public charter flights from Sun Country Airlines, Swift Air, and Elite Airways on a monthly or seasonal basis. Table 2 indicates Contour Airlines daily flight schedule as of July 2020.

**Table 2**

| Contour Airlines Schedule July 2020 | | |
|---|---|---|
| **Sunday** | MCN-BWI | 9:30am-11:15am |
| | BWI-MCN | 11:45am-1:40pm |
| | MCN-BWI | 2:45pm-4:30pm |
| | BWI-MCN | 5:00pm-6:55pm |
| **Monday** | MCN-BWI | 7:15am-9:00am |
| | BWI-MCN | 9:30am-11:25am |
| | MCN-BWI | 2:45pm-4:30pm |
| | BWI-MCN | 5:00pm-6:55pm |
| **Tuesday** | MCN-BWI | 8:30am-10:15am |
| | BWI-MCN | 2:30pm-4:25pm |
| **Wednesday** | MCN-BWI | 8:30am-10:15am |
| | BWI-MCN | 2:30pm-4:25pm |
| **Thursday** | MCN-BWI | 7:15am-9:00am |
| | BWI-MCN | 9:30am-11:25am |
| | MCN-BWI | 2:45pm-4:30pm |
| | BWI-MCN | 5:00pm-6:55pm |
| **Friday** | MCN-BWI | 7:15am-9:00am |
| | BWI-MCN | 9:30am-11:25am |
| | MCN-BWI | 2:45pm-4:30pm |
| | BWI-MCN | 5:00pm-6:55pm |
| **Saturday** | MCN-BWI | 7:15am-9:00am |
| | BWI-MCN | 9:30am-11:25am |
| | MCN-BWI | 11:55am-1:40pm |
| | BWI-MCN | 2:30pm-4:25pm |

Daily flight schedule is subject to change with advanced notice from Contour Airlines. However, public charters on Sun Country Airlines, Swift Air, and Elite Airways vary monthly, with limited notice on occasion. Notification of scheduled charters will be sent to each terminal tenant as they become available.

**FACILITIES**

Each of the three rental car counter is approximately one hundred and twelve (112) square feet of space, and each co-located office is approximately two hundred and fourteen (214) square feet of space (Exhibit A). These counters and office spaces are located within the first-floor lobby of the terminal facility.

The successful Bidder(s) will also be able to use up to thirty-eight (38) parking spaces in the rental car parking lot, as designated by the Airport Manager (Exhibit B).

## PRE-SUBMITTAL TOUR OF TERMINAL FACILITIES

Any Bidders interested in viewing the rental car counters may do so at their convenience during the Airport's normal operating hours. If any Bidder wishes to view the non-public areas of the rental car counters, they may schedule a tour with the Airport. Questions will not be answered on any such tour in order to be fair to all Bidders that elect to not participate in a tour. Questions may be submitted as indicated in the following section: *Submission of Questions or Comments.*

## SUBMISSION OF QUESTIONS OR COMMENTS

All questions or comments concerning these instructions, exhibits, appendices, sample agreements, and any clarifications or amendments to these instructions must be submitted via email. All questions and comments must be received no later than Thursday, October 29th, 2020 at 2:00 pm. Address all questions/comments to: Frank Howard, fhoward@maconbibb.us.

## AWARD

The contract for each of the three counters will be awarded to the most responsive and responsible entity submitting a bid offering the highest return to the airport with the best services to the public as specified in the Bid Solicitation scope of services.

The County reserves the right to reject any or all bids, or to award contracts for fewer than three (3) counters, if deemed to be in its best interest of the County to do so.

## ACDBE AND M/W/DBE

Currently, the Middle Georgia Regional Airport does not meet the threshold to require an Airport Concession Disadvantaged Business Enterprise (ACDBE) program. Therefore, the Airport does not have ACDBE requirements. However, during the proposed five (5) year contract period, the Airport does expect to exceed the threshold requirement and will in turn be required to establish an ACDBE program with defined goals. The Airport's ACDBE program will be in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. Therefore, entities submitting bids are hereby notified that the Airport is currently developing an ACDBE, to be in effect at the time the Airport does meet the requirements under U.S. Department of Transportation (DOT), 49 CFR Part 23. **At the time that the Airport ACDBE program is established, all Airport Bidders will be required to be in compliance with that program.**

**Bidders acknowledge this future requirement by placing a Bid.** All Bidders should review and be familiar with U.S. Department of Transportation (DOT), 49 CFR Part 23.

Once established, the Middle Georgia Regional Airport's ACDBE Program will be found on the Airport's website, www.iflymacon.com under the "Learn More/ Business Opportunities" page.

Furthermore, Macon-Bibb County encourages all Minority, Women Owned, and other Disadvantaged Business Enterprises to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible.

## BID PRICES

All bid prices submitted in response to this Bid Solicitation must remain firm for ninety (90) days following the bid opening.

## NON-DISCRIMINATION

Each concession shall be operated in a manner that is free of unlawful discrimination. Each concession is also subject to the requirements of 49 CFR Part 23. Each Bidder must affirmatively agree that it will not discriminate against any business owner because of the owner's race, color, national origin, disability, 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.

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

Bidder must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. It will be the responsibility of the Bidder, not the County, to verify eligibility for employment as required by IRCA.

## GOOD STANDING

Bidder agrees that no payments owed by their person of any nature whatsoever to Macon-Bibb County, including payment in advance for service charges or any sums of character whatsoever, shall become delinquent or in arrears.

The Airport will not knowingly award contracts for goods and services to any bidder in arrears to the County for any debt, claim, demand, or account whatsoever; including taxes, penalty, and interest. Bidder is responsible for ensuring no indebtedness exists.

## MINIMUM BID

The successful bid will be required to make the following payments which are calculated on a monthly basis. Note that these figures are fixed, **and Bidders may not propose higher or lower prices in their Bids**.

1. Minimum Annual Guarantee (MAG) of **$36,000 or 12%** of Annual Adjusted Gross Receipts*, whichever is greater.

**PLUS** the following:

2. Lease Rate of $28.94 per square foot of counter and office space; totaling **$9,434.44** per year ($786.20 per month)
    a. Counter Space = (112 sq ft x $28.94) = $3,241.28 per year
    b. Office Space = (214 sq ft x $28.94) = $6,193.16 per year

3. Common Area Maintenance Fee of **$3,422.00** annually for each counter.
    a. Utilities = (326 sq ft x $5.00) = $1,630.00 per year
    b. Terminal Use = (326 sq ft x $2.00) = $652.00 per year
    c. Parking Lot Use = (38 spaces x $30.00) = $1,140.00 per year

*Annual Adjusted Gross Receipts of the Middle Georgia Regional Airport Operation. Any bid of less than 12% will be rejected. The Annual Adjusted Gross Receipts of the Middle Georgia Regional Airport Operation includes the net time and mileage charges received, before discounts, from business at the Middle Georgia Regional Airport, unless the entity has additional rental car locations within 10 statute miles of the Airport. If the agency has additional rental car locations within 10 statute miles, then the bid must specify a verifiable method to determine all charges with a direct or indirect connection to the Airport. For example, a rental car agency that provides a shuttle service from the airport to a remote location for vehicle pickup or other services must explain how such transactions are tracked and credited to airport operations. Explanations that cannot be easily verified or understood will be rejected. It is the intended that the airport concession to be the primary rental car location in the area.

Annually, (effective July 1 of each year following the first anniversary of the agreement), the monthly concession fee/rental payment shall be adjusted in accordance with the Consumer Price Index (CPI) as published using the following formula: multiplying the annual concession fee by a fraction, the numerator of which is the most recent Consumer Price Index for all Urban Consumers – U.S. City Average – All Items published by the Bureau of Labor Statistics and denominator of which is the corresponding index for the comparable period one year earlier. The result shall be rounded up to the next multiple of twelve cents ($0.12) and then divided by 12 to determine the monthly fee.

## EVALUATION CRITERIA

REQUIRMENTS

- Required Documents:

1. Bid Form (see below)

2. All "Attachment A" documents:
   - Bidder Qualification Form
   - List of Sub-Contractors
   - Minority Participation Goal
   - Financial and Legal Stability Statement
   - Insurability Statement
   - Debarment Certificate
   - Non-Collusion Affidavit
   - Vendor Application
   - W-9
   - E-Verify Affidavit

3. List of five similar operations of similar size and scope and include airport contact information;

4. The location of any rental car operations (fixed or remotely serviced) operated by the entity, parent company or brand name submitting the bid within 35 miles of Middle Georgia Regional Airport;

5. Annual Report and/or audited Financial Statements for past two years;

6. Resumes of proposed local management personnel;

7. If the entity submitting bid is a corporation, a Vote of Corporate Authorization, certifying the corporate capacity and authority of the party signing the bid on behalf of the corporation;
8. List of any performance-related claims or litigation against the Bidder by client airports or municipalities for the past five (5) years;

9. Bid Bond in the amount of 5% of the total bid

10. A business operations plan that meets the minimum requirements of the Airport. (See, scope of services - minimum requirements);

11. DBE qualification/certification as applicable and acknowledgement of the Airport's imminent ACDBE Program.

- In addition to the minimum evaluation criteria listed above and below, all bids shall be evaluated on, but not limited to, the following:

1. Completeness of the Bid

2. Ability to successfully and efficiently execute a plan to make the business operational including completing necessary improvements

3. References

4. Ability to maintain good management skills; management accountability, and protection of assets

5. Responsiveness to the criteria, terms and conditions contained in the solicitation, and attachments

6. Ability to work in harmony with the goal of a long-term, mutually beneficial, relationship between the Airport and the selected rental car operator

EVALUATION METHODOLOGY

- Each bid will be evaluated in accordance with the following scale:

I. OVERALL BUSINESS EXPERIENCE (25 points)

a. Highly qualified: Engaged in business for 5 or more years with gross receipts of more than one million dollars per year (on average).

b. Qualified: Some business experience related to providing rental car service to the public.

c. Not qualified: No business experience providing rental car service to the public.

II. BUSINESS OPERATIONS PLAN (25 points)

a. Highly qualified: Plan exceeds minimum requirements (scope of services) and is based upon sound business practice.

b. Qualified: Plan meets minimum requirements.

c. Not qualified: Plan does not meet minimum requirements.

III. BUSINESS ACUMEN (25 points)

a. Highly Qualified: Submitted a business operations plan that is professional, understandable, sound and realistic as well as backed by letters of credit, loan commitments, audited financial statements or other guarantees.

b. Qualified: Submitted a business plan that is understandable, sound and realistic.

c. Not qualified: Submitted a business plan that is not understandable, or not sound or not realistic.

IV. COMMITMENT TO THE AIRPORT AND CONTRIBUTION TO AIRPORT GROWTH, THAT GOES BEYOND SIMPLY BEING AN AIRPORT TENANT. (25 points)

a. Highly Qualified: Primary business is focused on the airport, has a proven track record of meeting its commitments, and has included a plan to work with other airport tenants to develop and add to overall business climate of the airport.

b. Qualified: Airport is not primary focus of its business but meets the minimum standards contained in the Bid Solicitation and has a proven track record of meeting its commitments

c. Not qualified: Airport is a minor element of its overall business operation or does not have a track record of meeting its commitments.

## DUTIES AND OBLIGATIONS OF THE AIRPORT

The Airport shall provide and pay the cost of the cable television service (in café, lobby, and passenger holding areas only), water, natural gas, electrical power, Public WiFi, and HVAC.

## MINIMUM OPERATIONAL REQUIREMENTS

HOURS OF OPERATION

- Airline Operational Hours
    - At least one (1) hour prior to all airline arrivals and until one (1) hour following said arrivals; or until all arrived customers (with or without reservations) have been served.
        - Cars are ready for rental and staff are on duty at the airport
    - At least two (2) hours prior to all scheduled airline departures.
        - A clearly defined and visible method to receive returned vehicles is available
- Standard Business Hours

  - Daily, 8:00AM to 5:00PM
    - Cars are ready for rental and staff are on duty at the airport

- After-Hours Operations

  - A system to return cars whenever the counter is closed, (and when airport terminal is still open) must be posted and user friendly.
    - The after-hour's system for returns must be described in complete detail within the Business Operations Plan submitted as part of the Bid Solicitation.
  - A system to return cars whether the counter and the airport terminal is closed, may be considered.
    - This option may consist of an outdoor key receptacle, drop box, or another method as proposed by the Bidder.

It is the intent of the Airport to provide convenient and courteous car rental services during Airline Operational Hours and Standard Business Hours. Furthermore, the Airport, aims to accommodate the significant amount of normal walk up business in addition to all passengers utilizing the Airport for commercial airline services. This includes all commercial flights; scheduled, delayed, and other irregular flight deviations, such as unscheduled diversions that may occur.

AUTOMOBILES

Each Bidder is offered thirty-eight (38) parking spaces for the storage of their car rental vehicles. Bidders will have sufficient vehicles to meet the demand of airport car rental business. Automobiles will be clean and mechanically sound, and not exceed five years in age from the date of manufacture. The Business Operations Plan will include a description of how vehicles will be cleaned and maintained.

Maintenance service and roadside assistance must be available 24/7 and fully described in Business Operations Plan.

Outdoor washing of vehicles on airport property is prohibited due to airport environmental restrictions. A vehicle cleaning plan must be included in the Business Operations Plan.

Car rental operators may propose to construct a car wash facility onsite in a location to be designated by the Airport. All utilities required for car wash facilities, and other construction costs, will be the responsibility of the car rental operator. At the conclusion of the main car rental operator lease term, all constructed facilities will, at the sole discretion of the Airport, either be demolished and the land returned to its original state or left in place for future use by the Airport.

Onsite car wash facility bids should be included in the Bidders' Business Operations Plan and will be evaluated for compliance with the Airport's SWPPP and other local, state, and federal

environmental requirements.

Additionally, all proposed car wash structures will be subject to a non-aeronautical land lease rate of two dollars and fifty cents ($2.50) per square foot per year. Said property, and lease fee, will also need to be calculated and included as a supplemental lease fee in the bidder's minimum bid. The supplemental lease fee will also be bound by the aforementioned Consumer Price Index (CPI) Adjustment.

All car rental vehicles must be stored in the rental car parking lot in the spaces designated by the Airport Manager and may not be stored, parked in any other location, without prior authorization. The method for customers to receive and return vehicles must be fully described in the Business Operations Plan.

Any rental vehicle returned by a customer to terminal curbside, the employee parking lot, or non-rental car lot must be immediately moved by the Operator. Any rental vehicle left unattended or parked in an unapproved location will be addressed accordingly (towed, ticketed, etc.) by local law enforcement to ensure compliance with federal security regulations.

The Middle Georgia Regional Airport will also accept automobile rental bids which also include an optional additional bid for the rental of small box trucks not to exceed sixteen feet (16ft) in box length and twelve thousand pounds (12,000 lbs.) in gross vehicle weight. Small box trucks must be able to properly fit in a standard vehicle parking space.

Said optional additional bids should include a guaranteed additional minimum annual guarantee (MAG) for truck rentals and a proposed percentage of the annual adjusted gross receipts relating specifically to truck rentals.

## SIGNAGE

Each entity will submit signage plan to include interior and exterior fixtures for approval by the airport manager. Signage must be consistent with airport signage (size, type, and number).

## SECURITY

The Business Operations Plan will include a security program description including vehicle protection and identity protection for customers.

## EMPLOYEE PARKING

Rental car parking areas may not be utilized for employee parking. Employee parking is in accordance with current airport parking policies. Employees are issued a pass for parking in a designated employee parking area.

CUSTOMER PAYMENT

Rental car agencies must accept at a minimum the following forms of payment: all major credit cards, bank debit cards, and cash. Any special handling requirements including holds placed upon accounts must be stated in the Business Operations Plan.

RELIANCE OF SATELLITE OR OTHER BRANCHES

It is understood that rental car agencies of the same brand may need to exchange or relocate vehicles as well as assist customers by transporting them to local destinations from time to time. However, the Airport will not authorize a satellite operation at the airport that does not have adequate vehicles readily available for rental or the staff on hand to assist customers during the hours of operation or extended hours in the bid (if greater). Open for business means staffed and with vehicles to rent.

CARE OF LEASED SPACE AND PARKING AREAS

Operator is responsible for the cleanliness of their respective leased space within the terminal facility, as well as their allotted spaces in the Rental Car Parking Area.

OPERATION OF MOTOR VEHICLES BY AUTHORIZED PERSONNEL

Operator must ensure that personnel and authorized representatives do not race, speed, or operate motor vehicles in an unsafe manner while on airport property. Any violations observed by Airport or County representatives will be immediately reported to the Operator's appointed manager for correction and discipline. Should this behavior continue, Airport shall have the option of requesting that said employee be removed from the premises.

INSURANCE REQUIREMENTS

Operator must be licensed to do business within the State of Georgia with a BEST rating of A or better. During the term of the agreement, Operator must maintain insurance in the following amounts:

- Comprehensive General Liability:
  - $5,000,000 per each occurrence
    - If Operator does not currently carry the limit amount listed above, it will not be an automatic disqualifying factor. Macon-Bibb County will review existing policies prior to selection.
  - $5,000,000 aggregate
- Comprehensive Automotive Liability:
  - $1,000,000 per each occurrence
- Property Damage Insurance:
  - $1,000,000 per each occurrence
- Worker's Compensation:

- Georgia Statutory Requirements

In addition to the limits listed above, Operator must also name Macon-Bibb County as additionally insured and provide certificates of insurance prior to initiation of rental car operation. Copies of all incidents regarding their operation at Middle Georgia Regional Airport must be immediately reported to the Macon-Bibb Aviation Department and in-turn, the Macon-Bibb County Risk Management Department. The deductible for each policy must be indicated and approved by Macon-Bibb County.

## AGREEMENT TERMS

The following non-exhaustive list of terms will be incorporated in the agreement(s) resulting from this Bid Solicitation. The County reserves the right to add additional terms to the agreement resulting from this Bid Solicitation.

1. The term of this agreement will be five years. If the Airport and tenant agree to continue this agreement beyond five years, both parties also agree to abide by all terms originally set forth in this agreement. Rates will continue as outlined in the scheduled Consumer Price Index Adjustments.

2. The airport may audit Rental Car operations at any time. The Rental Car Agency(cies) shall submit monthly activity reports detailing all rental activities at the airport.

3. Car rental operators must establish their own vehicle cleaning stations in a location to be designated by the Airport. Additionally, utilities at these locations are also the responsibility of the car rental operator. Operators and their cleaning activities must be in compliance with the Airport's SWPPP and other local, state, and federal environmental requirements. A vehicle cleaning plan must be included in the Business Operations Plan.

4. The rental car agency is responsible for installing necessary computer, telephonic equipment, internet access, and necessary business equipment at the rental car agency's sole expense. The existing booth does have a physical customer service counter in place.

5. The airport shall provide heat, air conditioning and electricity for the terminal counter and office at no additional cost beyond what is already specified in the Bid Solicitation.

6. Public restrooms on the first floor of the terminal are available for customers and employees of the rental car agencies.

7. Thirty-eight (38) rental car spaces are provided as part of the agreement for each counter utilized in the terminal. Rental car agencies are responsible for the daily cleanliness (litter and trash removal) of their parking area and all necessary signage. Signage is subject to approval by the airport manager and will not be withheld unless the airport manager finds the proposed signage is not consistent with airport signage and shall so advise the rental car agency.

8. Snow and ice removal in the rental car lot shall be the sole responsibility of the rental car agency.

# BID FORM

Macon-Bibb County Board of Commissioners
Frank Howard, Procurement Officer
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201
DATE: _____

**Re: Middle Georgia Regional Airport Rental Car: 21-008-LS**

1. We have examined the Bid Package, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, and hereby submit this Bid to provide the services described in the Bid Package.

2. ADDENDUM RECEIPT:
   a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.

   b. Bidder acknowledges receipt of the following addenda:

      Addendum No._____ Dated _____

      Addendum No._____ Dated_____

      Addendum No._____ Dated_____

3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work.

6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the Bid. We agree that the above stated amount is the proper measure of liquidated damages that the County will sustain by the failure of the undersigned to execute the Contract.

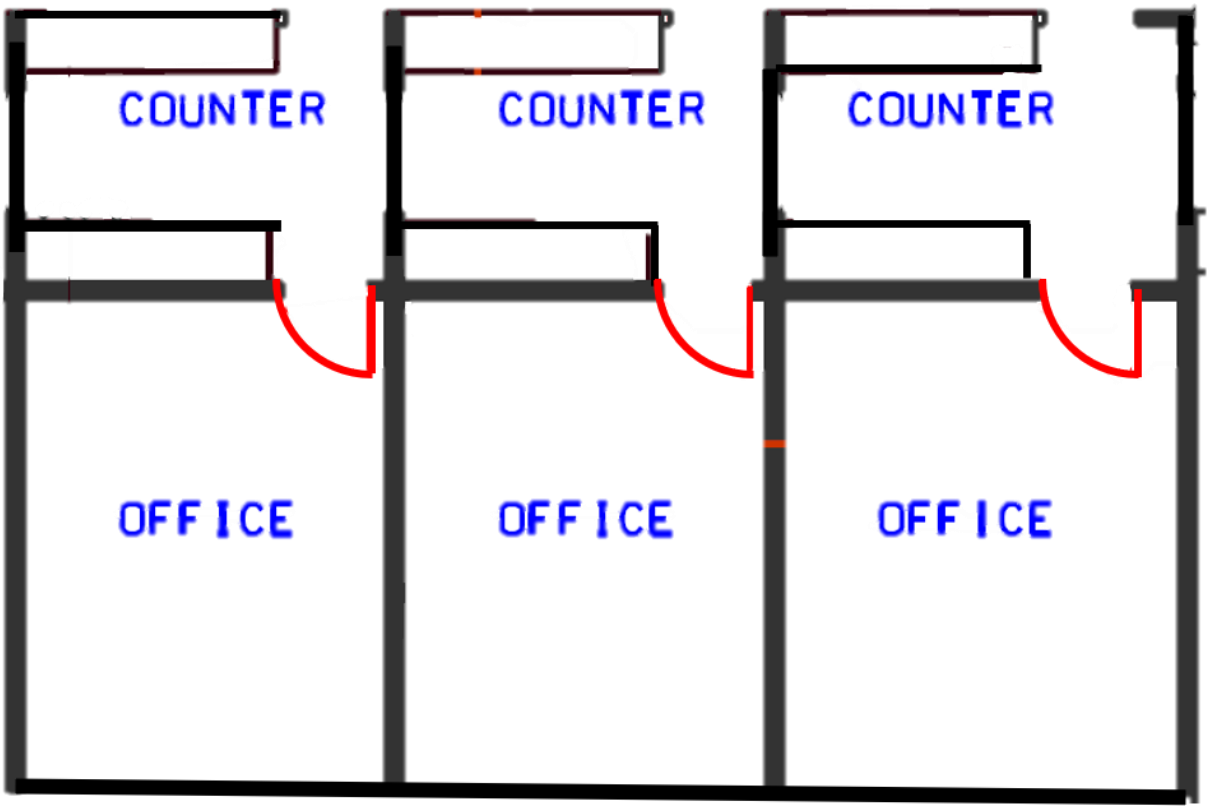
7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the County as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

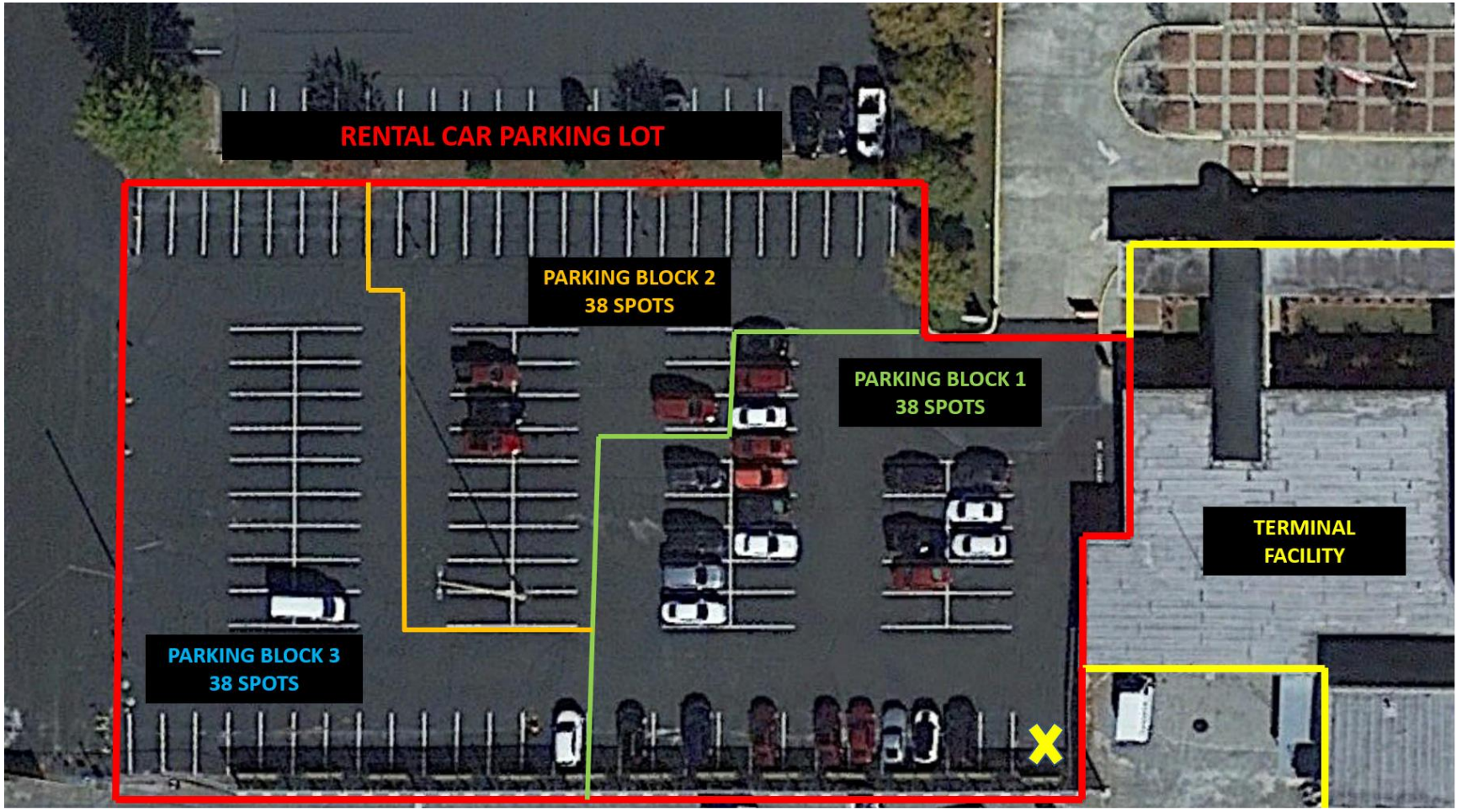
8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated Bid Package.

**EXHIBIT B**

COUNTER AND OFFICE AREA



# EXHIBIT C

RENTAL CAR PARKING LOT