

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT

Alexandria International Airport  
Alexandria, Louisiana

Section 1 Public Invitation - Request for Proposals

Section 2 Instructions to Proposers

Section 3 Proposal Form

Section 4 Qualifications and Experience Form

Section 5 Airport Concession Disadvantaged Business Enterprises

Section 6 Form of Car Rental Concession Agreement

Section 1

PUBLIC INVITATION  
REQUEST FOR PROPOSAL

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

Section 1

**INVITATION FOR REQUESTS FOR PROPOSALS**

The England Economic and Industrial Development District (England Authority) staff is seeking proposals for the award of four (4) non-exclusive Car Rental Concession Agreements for Alexandria International Airport (AEX). Completed proposals must be submitted prior to 2:00 p.m. on September 1, 2016, to the office of Kate Wells, Purchasing Department.

A pre-proposal conference will be held on Tuesday, July 12, 2016, at 2:30 p.m. in the England Authority Conference Room at 1611 Arnold Drive, Alexandria, LA 71303. Attendance at this meeting by prospective Proposers is Non-mandatory.

No proposal will be received after the date and hour specified above for the proposal due date. The England Authority reserves the right to reject any and all proposals and to waive any informalities incidental thereto. Information regarding the Car Rental Concession may be obtained by contacting The England Authority Office, Attn: Kate Wells, Purchasing Department, 1611 Arnold Drive, England Industrial Airpark and Community, Alexandria, Louisiana 71303. Telephone (318) 427-6405. For more information, contact Kate Wells, Alexandria International Airport, (318) 427-6405.

The England Authority strongly encourages minority owned, woman owned, and small business to submit proposals.

Section 2

INSTRUCTIONS TO PROPOSERS

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

Section 2

INSTRUCTIONS TO PROPOSERS

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
CONTENTS

	<u>Page</u>
1. Issuer	6
2. Form of the RFP	6
3. Scope of Services	6
4. Invitation to Propose	6
5. Deadline	7
6. Cost of Preparing Proposals	7
7. Proposer's Signage Responsibility	7
8. Pre-proposal Conference	7
9. Complete Response	7
10. Disclosure of Proposal Contents	7
11. Oral Presentations	8
12. Accept, Reject or Withdraw Proposals	8
13. Multi-Branding	8
14. Evaluation	8
15. Business Organization	8
16. Independent Proposal	8
17. Non-Collusion Affidavit	9
18. Governing Law	9
19. Term of Car Rental Concession Agreement (CRCA)	9
20. Minimum Qualifications	9
21. Background Information on the Airport	9
22. Airline Service	9
23. Car Rental Facilities in the AEX Terminal Complex	9
24. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation	10
25. Special Condition	11
25.1 Maintenance	11
25.2 Ethics	11
26. Information to be Returned with Proposal	11
27. Selection Meeting	11
28. Statistical Information	11
29. Prohibition Against Lobbying	12
30. Proposal Guaranty	12

Section 2

INSTRUCTIONS TO PROPOSERS

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

1. ISSUER

This Request for Proposals (RFP) is issued by the

England Economic and Industrial Development District (England Authority)  
Purchasing Department  
1611 Arnold Drive  
Alexandria, Louisiana 71303

Questions about this RFP shall be addressed to Ms. Kate Wells, Purchasing Department, England Authority, 1611 Arnold Drive, Alexandria, LA 71303, (318) 427-6405. No representation, clarification or modification with respect to this RFP shall be binding upon the issuer unless made through written addenda.

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Purchasing Department, in writing no later than 3:00 p.m., Central Daylight Time on Wednesday, July 20, 2016. All questions should be sent to Alexandria International Airport, Attention: Kate Wells, 1611 Arnold Drive, Alexandria, LA 71303 or via email: [kwells@englandairport.org](mailto:kwells@englandairport.org). Any corrections or changes, if required, will be provided in a written addendum. Authority Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to Kate Wells. It is anticipated that any clarification/addendum needed to address questions submitted to the Authority will be posted by Wednesday, August 10, 2016. The Proposer assumes full responsibility for obtaining any addendum which may be posted on the Airport's website at [www.englandairport.org](http://www.englandairport.org).

2. FORM OF THE RFP

This RFP consists of six parts, including these Instructions to Proposers.

1. Public Invitation - Request for Proposals
2. Instructions to Proposers
3. Proposal Form
4. Qualifications and Experience Form
5. Airport Concession Disadvantaged Business Enterprises
6. Form of Car Rental Concession Agreement

Proposers must comply or agree to comply with all of the requirements in this RFP. Proposers are solely responsible for full and complete compliance.

3. SCOPE OF SERVICES

The England Authority intends to award four (4) non-exclusive Car Rental Concession Agreements (hereinafter "CRCA"). A detailed statement of the concession granted and the rights, privileges, and obligations of each Concessionaire are set forth in the Form of Car Rental Concession Agreement.

4. INVITATION TO PROPOSE

The England Authority may have contacted prospective Proposers known to do business relevant to this RFP. The England

Authority has also advertised the availability of this RFP and invites all interested parties to submit proposals in accordance with the requirements of this RFP.

5. DEADLINE

Proposals are due no later than 2:00 p.m., CDT, on Thursday, September 1, 2016, at the office of Kate Wells, England Authority, Purchasing Department, 1611 Arnold Drive, Alexandria, LA 71303. Late proposals will not be accepted. One (1) original copy and one electronic copy (flash drive or CD) of the proposal shall be submitted in an envelope with the title "PROPOSAL FOR CAR RENTAL CONCESSION AGREEMENT - ALEXANDRIA INTERNATIONAL AIRPORT". If mailed, the sealed envelope shall be enclosed in a separate envelope with the notation "Proposal for Car Rental Concession Agreement" on the face of it. Express mail will be accepted if the proposal is enclosed in another envelope and addressed as indicated above.

6. COST OF PREPARING PROPOSALS

The England Authority shall not be liable for any costs incurred by prospective Proposers for the preparation or submittal of proposals.

7. PROPOSER'S SIGNAGE RESPONSIBILITY

IT IS EXPRESSLY UNDERSTOOD THAT EACH SUCCESSFUL PROPOSER WILL BE REQUIRED TO INSTALL ALL SIGNAGE IN THE TERMINAL COUNTER/OFFICE SPACE. SIGNAGE MUST CONFORM TO THE ENGLAND AUTHORITY'S SIGN STANDARDS AS SHOWN ON EXHIBIT D OF THE FORM OF CRCA PROVIDED IN SECTION 6. NO DEVIATION FROM THESE STANDARDS WILL BE ALLOWED UNLESS APPROVED IN WRITING BY AIRPORT MANAGER.

THE SUCCESSFUL PROPOSERS WILL BE REQUIRED TO PROVIDE STANDARD SIGNS IN THEIR RESPECTIVE PARKING BLOCKS WHICH MUST BE PRE-APPROVED BY THE AIRPORT MANAGER.

8. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on July 12, 2016, at 2:30 p.m. at the England Authority Conference Room, 1611 Arnold Drive, Alexandria, Louisiana. Attendance at this conference is NON-MANDATORY. This conference will be the only opportunity afforded potential Proposers to discuss the scope and requirements of this RFP. Any changes, additions, or deletions to this RFP will be issued by the England Authority Purchasing Department in writing, and posted on the Authority's website.

9. COMPLETE RESPONSE

Proposers must submit complete and concise responses to the RFP. Proposals will remain valid for forty-five (45) days. All proposals will be retained by the England Authority. Proposals should be prepared simply and economically, providing as complete details as requested.

10. DISCLOSURE OF PROPOSAL CONTENTS

If a proposal contains information that the Proposer does not want disclosed to the public, or used for any purpose other than the evaluation of the England Authority, all such information must be indicated with the following or similar statement:

The information contained on page(s) shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; if a contract is awarded to this firm, as a result of the submission of such information, the England Authority shall have the right to duplicate, use, or disclose this information the extent provided in this contract. This restriction does not limit the England Authority's right to use the information contained herein if

obtained from another source.

Proposer is informed that the Louisiana Public Records Act (LPRA) makes all such information submitted under this RFP public information after award of contract unless the Proposer can establish in advance that certain information provided is proprietary and confidential and exempt from disclosure under the LPRA.

11. ORAL PRESENTATIONS

After opening of proposals, Proposers may be required to make an oral presentation of their proposals and/or respond to questions by the England Authority staff, as needed. If required, the England Authority will schedule oral presentations and inform Proposers of the time and place.

12. ACCEPT, REJECT OR WITHDRAW PROPOSALS

The England Authority reserves the right, in its sole discretion, to award or not to award a CRCA. The England Authority further reserves the right to accept or to reject any or all proposals, to waive any informality of any proposal, to modify or amend with the consent of the Proposer any proposal prior to acceptance, and to effect any agreement otherwise, all as the England Authority, in its sole discretion, may deem to be in its best interest. No proposal may be withdrawn after 2:00 p.m., Thursday, September 1, 2016.

13. MULTI- BRANDING

Multi-branding or dual branding will not be allowed under this CRCA. Each proposal will represent only one brand. If a proposer represents multiple car rental brands, he/she must submit a separate proposal for each brand.

14. EVALUATION

The England Authority will review the merits of proposals in accordance with the evaluation criteria listed below. Proposals shall be evaluated based on:

- A. The sum total of the minimum annual guarantees proposed for the three (3) year term of the CRCA or total concession guarantee.
- B. Previous background and experience of the Proposer with respect to the minimum qualifications. (See Paragraph 20)

As provided for in Paragraph 23, the locations of counter space and ready/return blocks will be awarded to Concessionaires in numerical rank order, with the Concessionaire offering the highest total minimum guarantee for the full three (3) year Term of the CRCA having first choice, the Concessionaire offering the second highest total minimum guarantee for the Term having second choice, and so on.

15. BUSINESS ORGANIZATION

The Qualifications and Experience Form requires each Proposer to provide information concerning its organization, legal status of the organization; address; and other information to be attached to the Qualifications and Experience Form and submitted as parts of the proposal. Proposers must either (1) be authorized to do business in the State of Louisiana, or (2) certify intent to apply for such authority if awarded a CRCA. Successful Proposers must also comply with all State, Parish, and England Authority regulations on taxes and licenses.

16. INDEPENDENT PROPOSAL

By submitting a proposal, a Proposer certifies that its proposal has been derived independently without consultation, communication, or agreement with others, and without restricting competition. The person executing the proposal must certify that he/she is legally responsible and authorized to bind the Proposer to the requirements of this RFP and for the terms of the



CRCA.

17. NON-COLLUSION AFFIDAVIT

Each Proposer shall submit along with his/her proposal, an affidavit certifying: (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Proposer to submit a false proposal; (c) that he/she has not solicited or induced any other person, firm, or corporation not to submit a proposal; and (d) that he/she has not sought by collusion to obtain for himself any advantage over any other Proposers.

18. GOVERNING LAW

The laws of the State of Louisiana shall govern any CRCA executed between the successful Proposer and the England Authority. Further, the place of performance and transaction of business shall be deemed to be Rapides Parish, State of Louisiana and, in the event of litigation, the exclusive venue and place of jurisdiction shall be the Ninth Judicial District Court, Rapides Parish, Louisiana.

19. TERM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

The term of a CRCA shall be three (3) years (Term), as set forth in Section 2 of the FORM OF CRCA. At the sole discretion of the England Authority, by and through its Executive Director, this agreement may be extended for two additional one (1) year option periods.

20. MINIMUM QUALIFICATIONS

In order to ensure a high level of service to the general public, the England Authority will consider only proposals from organizations with experience in the consumer retail car rental business. Therefore, each Proposer must demonstrate that (a) it has been engaged in the consumer retail car rental business for at least the last three (3) consecutive years, (b) it has a national system of one-way drop off availability or exchange anywhere within the continental United States (c) it has produced gross revenues of at least \$250,000 in each of the past two years through the operation of a consumer retail car rental business and (d) it can provide a national credit card system and national reservation system for customers. Any proposal which fails to meet all of these minimum qualifications will be rejected.

21. BACKGROUND INFORMATION ON THE AIRPORT

AEX is an operating division of the England Authority.

22. AIRLINE SERVICE

Currently AEX passenger air transportation service is provided by three air lines: American Airlines, Delta Air Lines, and United Airlines.

23. CAR RENTAL FACILITIES IN THE AEX TERMINAL COMPLEX

The England Authority intends to enter into a CRCA with four car rental Proposers. Each Concessionaire will have counter space and adjoining office space in the baggage claim area of the AEX terminal building. (Optional office space is available at more remote locations at additional cost.) Each Concessionaire will have a ready/return block for parking spaces in a designated exterior parking area near the baggage claim area of the terminal building. Although the England Authority may consider a number of factors in awarding CRCAs, the locations of counter space and ready/return blocks, will be awarded to Concessionaires in numerical rank order, with the Concessionaire offering the highest total minimum guarantee for the full three (3) year Term of the CRCA having first choice, the Concessionaire offering the second highest total minimum guarantee for the Term having second choice, and so on.

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Authority's sole discretion. The Authority will break a tie by flipping a coin. The Authority's ruling shall be final.

**CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER**

The Successful Proposer shall pay to the England Authority annually as compensation for the Premises and all other rights, licenses and privileges granted to it pursuant to the CRCA:

1. Concession Fee – the greater of either:
  - a. twelve percent (12%) of the Concessionaire's annual Gross Revenues ("Percentage Concession Fee");
  - OR
  - b. the respective annual amount proposed as the Concessionaire's Minimum Annual Guaranteed Fee ("MAG");Each Successful Proposer's total MAG for the term of the CRCA shall be used to determine its relative order of selection of 1) Counter/Office/Queuing space in the Terminal and 2) Blocks in the Ready/Return area.

2. Rent - All Rents set forth in this Article 23 Section 2.a, and b, shall be paid in advance on the first (1st) of each month
  - a. Counter/Office/Queuing Space Rent – Counter/Office/Queuing space rent shall be calculated at Thirty-Two Dollars and 81 cents (\$32.81) per square foot per annum through the term of the agreement. For any option years, the per square foot per annum rent shall be the same per square foot per annum rate paid by the Airlines serving the Alexandria International Airport.
  - b. Ready/Return Block Rent – Compensation to the England Authority for use of the Ready/Return spaces allocated by block to the successful proposers shall be as follows:

Block A containing 45 spaces	Annual Rent \$32,850
Block B containing 40 spaces	Annual Rent \$29,200
Block C containing 37 spaces	Annual Rent \$27,010
Block D containing 34 spaces	Annual Rent \$24,820

One-twelfth (1/12) of the annual block rent above shall be paid the 1st calendar day of each month throughout the lease term without invoice. Each Proposer's chosen block will remain fixed throughout the Term of the CRCA. The Ready Return Block Rent shall not be subject to adjustment during the term of the CRCA.

**24. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION**

- A. It is the policy of the England Authority to comply with U.S. Department of Transportation Regulations 49 C.F.R. Parts 23 and 26, as may be amended, and other applicable federal, state, and local statutes or regulations applicable to Airport Concession Disadvantaged Business Enterprises (ACDBEs). ACDBEs shall have the maximum opportunity to participate in the concession contracts/leases at the AEX. The England Authority has developed an ACDBE Concession Plan setting forth its policy pertaining to ACDBE participation in AEX concessions.
- B. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor 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.

- C. The concessionaire or contractor agrees to include the above statements (24B) in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- D. The Prime Concessionaire agrees to pay each ACDBE & non-ACDBE under this contract for satisfactory performance of its contract/services within 30 days of the invoice date. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the England Authority.
- E. This project's established Airport Concession Disadvantaged Business Enterprise (ACDBE) goal is 0%.

25. SPECIAL CONDITIONS

25.1 Maintenance

If a Proposers vehicle makeup/cleaning or storage area/yard is on the grounds of England Airpark or within 2 mile of the boundaries of England Airpark, then the Proposer shall:

- 1) Maintain all rental car makeup/cleaning or storage area(s)/yard(s) appropriately, including mowing, weed eating, shrubbery and plant control, and trash pickup;
- 2) If vehicle maintenance/cleaning or storage areas/yards are fenced, the fencing must be maintained in good condition and may not have barbed/concertina/razor wire on, above or below any portion of the fence.

25.2 Ethics

All proposals and leases shall be subject to the codes, provisions and interpretations of the Louisiana Ethics Law, Louisiana Revised Statutes Title 42 Chapter 15.

26. INFORMATION TO BE RETURNED WITH PROPOSAL

The following information should be returned in response to this RFP:

- A. Proposal Form and all attachments
- B. Qualifications and Experience Form, including the information requested therein attached on additional sheets as necessary
- C. Non-collusion Affidavit
- D. Section 5 (Attachment 3) Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization
- E. Section 5 (Attachment 4) ACDBE Letter of Intent

27. SELECTION MEETING

A Selection Meeting will be held on Tuesday, September 13, 2016 at 2:00 p.m. for successful Proposers to select their positions based on highest to lowest proposal submitted.

28. STATISTICAL INFORMATION

Provided below is certain statistical information representing the rental car gross revenues (sales) reported to the Authority for the previous four years. The Airport's previous four (4) year passenger enplanements are also included for review. These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

Historical Rental Car Gross Revenues – Agreement Period Ending				
Operator	11/30/2015	11/30/2014	11/30/2013	11/30/2012
National	\$1,979,120	\$1,775,432	\$1,855,052	\$1,970,422
Hertz	\$1,803,375	\$1,770,956	\$1,695,265	\$1,686,948
Avis	\$1,011,217	\$1,198,174	\$1,100,891	\$999,806
Budget	\$656,381	\$654,156	\$573,445	\$685,069
<b>Total</b>	<b>\$5,450,093</b>	<b>\$5,398,718</b>	<b>\$5,224,653</b>	<b>\$5,342,245</b>
Historical Enplanement Activity				
Commercial	122,112	128,535	132,637	131,116
Charter	52,672	46,991	51,262	58,360
<b>Total Enplanements</b>	<b>174,784</b>	<b>175,526</b>	<b>183,899</b>	<b>189,476</b>

29. PROHIBITION AGAINST LOBBYING

The Proposer shall not lobby, either on an individual or collective basis, the Authority (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its' written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Authority (its associated employees, or outside advisors) or any federal, state, or local elected or public officials or Authority staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

30. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the England Economic & Industrial Development District, in the amount of Ten Thousand Dollars (\$10,000.00). The check or draft must be attached to the Proposal Form and will be held by the Authority, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Concession and Lease Agreement, along with evidence of insurance, as required by the Concession and Lease Agreement (attached hereto). If a successful Proposer should fail to execute the Concession and Lease Agreement, or comply with other provisions of the contract documents within fifteen (15) days after written notification of award, the proposal guaranty shall be forfeited to the Authority as liquidated damages.

Section 3

PROPOSAL FORM

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

(To be Used by All Proposers)

PROPOSAL FORM

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

TO: Purchasing Department  
England Economic and Industrial Development District  
1611 Arnold Drive  
Alexandria, Louisiana 71303

The undersigned, having examined the instructions to Proposers, the proposed Form of Car Rental Concession Agreement (CRCA), and any and all related documents for the proposed non-exclusive operation of Car Rental Concessions at the Alexandria International Airport, Alexandria, Louisiana,(AEX) and having become familiar with the proposed sites for the operation thereof, hereby proposes to pay annually, through 12 monthly installments, to the England Authority during the three (3) year term (Term) of the CRCA the greater of twelve percent (12%) of its annual "Gross Revenue" as defined in the CRCA or the following minimum annual guarantee (cannot be less than \$120,000 per year) for each of the three (3) years of the Term, whichever is greater:

MINIMUM ANNUAL GUARANTEE:

First Year \_\_\_\_\_/Year  
(Amount in words)  
\$ \_\_\_\_\_/Year  
(Amount in numbers)

MINIMUM ANNUAL GUARANTEE:

Second Year \_\_\_\_\_/Year  
(Amount in words)  
\$ \_\_\_\_\_/Year  
(Amount in numbers)

MINIMUM ANNUAL GUARANTEE:

Third Year \_\_\_\_\_/Year  
(Amount in words)  
\$ \_\_\_\_\_/Year  
(Amount in numbers)

TOTAL MINIMUM GUARANTEE FOR YEARS ONE THROUGH THREE

Total \_\_\_\_\_  
(Amount in words)  
\$ \_\_\_\_\_  
(Amount in numbers)

The undersigned agrees to execute the formal CRCA. It is understood and agreed that the Proposer with the highest Minimum Annual Guarantee shall have first choice of Counter Location and Ready/Return Block. Second highest Proposer will have choice of last three areas. Third highest Proposer will have choice of last two areas with the lowest proposer of the four being assigned the remaining location. Counter Location and Ready/Return Block shall remain the same for the entire contract term.

The undersigned proposer certifies that their proposal has been derived independently without consultation, communication, or agreement with others, and without restricting competition.

The person executing this proposal certifies that he/she is legally responsible and authorized to bind the Proposer to the requirements of this RFP and for the terms of the CRCA.

The following items are to be submitted along with the proposal form:

1. Qualifications and Experience Form (Section 4 of the RFP package), including the information requested therein attached on additional sheets as necessary
2. Non-collusion Affidavit
3. Section 5 (Attachment 3) Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization
4. Section 5 (Attachment 4) ACDBE Letter of Intent
5. The undersigned acknowledges receipt of England Authority:

Addenda # 1: Date: \_\_\_\_\_ Signature: \_\_\_\_\_

The undersigned hereby acknowledges receipt of the RFP for CRCA package, consisting of five (5) sections, Instructions to Proposers for the Car Rental Concession; and all addenda; that it has reviewed the CRCA package in its entirety prior to execution of this proposal; that its authorized representative has inspected the premises at the areas of the AEX terminal complex where Concessionaires will operate and has become thoroughly familiar therewith. By submission of this proposal, the Proposer acknowledges that the England Authority has the right to make any inquiry or investigation deemed appropriate to substantiate or supplement information contained in this proposal and any related documents attached, and authorizes release to the England Authority of any and all information sought in such inquiry or investigation.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signature of Proposer:

\_\_\_\_\_

If an individual:

\_\_\_\_\_

Doing business as:

\_\_\_\_\_

If a Limited Liability Company:

\_\_\_\_\_

Doing business as:

\_\_\_\_\_

If a partnership:

\_\_\_\_\_

Doing business as:

\_\_\_\_\_

By:

\_\_\_\_\_  
(General Partner)

If a corporation or Limited Liability Corporation (LLC) :

\_\_\_\_\_ a \_\_\_\_\_ corporation.

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

(Seal if proposal by corporation/LLC)

Address of Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number

\_\_\_\_\_



NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
PROPOSER

personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of \_\_\_\_\_ State of \_\_\_\_\_, represented herein by, who after being by me duly sworn did depose and say that he/she is a PROPOSER for the ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT Non-exclusive Car Rental Concession Agreement; and that he/she does hereby certify:

- a) That his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation;
- b) That he/she has not directly or indirectly induced or solicited any other Proposer to submit a false proposal;
- c) That he/she has not solicited or induced any other person, firm, or corporation not to submit a proposal;
- d) That he/she has not sought by collusion to obtain for himself any advantage over any other Proposers.

BY: \_\_\_\_\_  
SIGNATURE

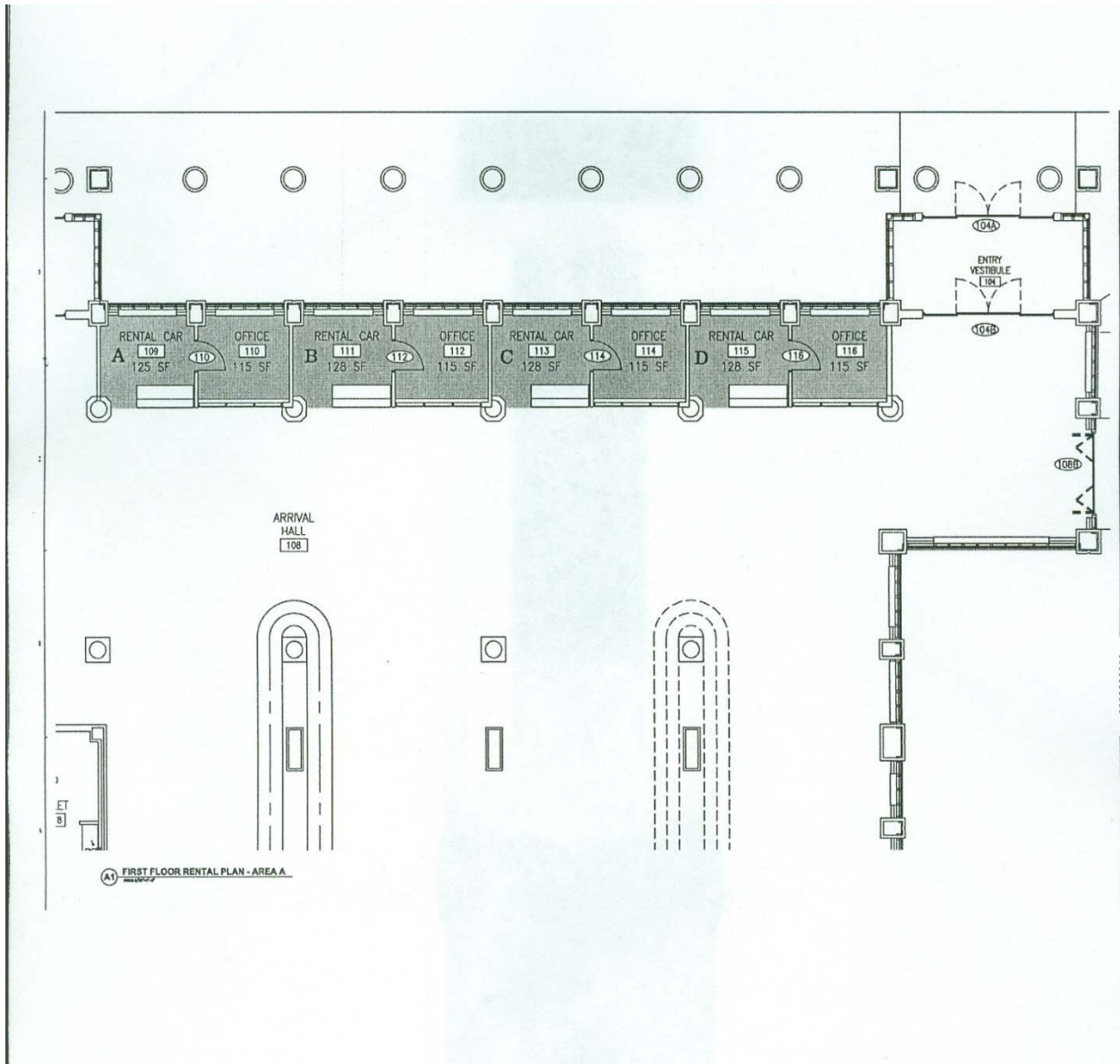
WITNESS:

SWORN TO AND SUBSCRIBED  
Before me this \_\_\_\_ day  
of \_\_\_\_\_, 2016

NOTARY PUBLIC

Attachment A

CAR RENTAL COUNTER LOCATIONS



Attachment B

READY/RETURN BLOCKS



Section 4

QUALIFICATIONS AND EXPERIENCE FORM

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

Section 4

QUALIFICATIONS AND EXPERIENCE FORM

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
CONTENTS

	<u>Page</u>
1. General Information	22
2. Statement of Qualifications and Experience Instructions	26
3. Financial Information	28

QUALIFICATIONS AND EXPERIENCE FORM

(To be Used by All Proposers)

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

1. GENERAL INFORMATION

Proposer hereby certifies that all statements and answers to questions herein are true and correct. All information requested in this form shall be furnished and submitted by the Proposer with the Proposal Form. Statements must be complete, accurate and in the form requested.

A. Name and address of proposer as it should appear on the Car Rental Concession Agreement (CRCA):

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B. Address of Proposer, if different from above, for purposes of notice or other communication relating to the proposal and CRCA. (If Proposer is other than an individual, provide the name of Proposer's authorized representative.):

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Telephone number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

C. Proposer intends to operate the Car Rental Concession as a corporation (  ); limited liability company (  ); partnership (  ); sole proprietorship (  ); (Check appropriate space); or

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---

Explain:

---

---



LIMITED LIABILITY COMPANY

If a limited liability company, answer the following:

1. Date of organization?

---

2. Principal Place of Business (Complete address and telephone number)

---

---

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---

3. Is the limited liability company authorized to do business in Louisiana?

Yes ( )

No ( )

4. Name and address of each member:

NAME

ADDRESS

---

---

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PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of organization?

---

2. General Partnership ( ) Limited Partnership ( ) Limited Liability Partnership ( )

3. Principal Place of Business (Complete address and telephone number)

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4. Is the partnership authorized to do business in Louisiana?

Yes ( )

No ( )



5. Name and address of each general partner:

NAME

ADDRESS

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JOINT VENTURE

If a joint venture, answer the following:

1. Date of organization?

---

2. Is the joint venture authorized to do business in Louisiana?

Yes ( )

No ( )

3. Name and address of each joint venture:

NAME

ADDRESS

---

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SOLE PROPRIETORSHIP

If sole proprietorship, furnish the following:

1. Proprietor's name in full:

---

Address:

---

---

Company (dba) name:

---

Company address:

---

---

How long in business under this company name?

---

2. STATEMENT OF QUALIFICATIONS AND EXPERIENCE INSTRUCTIONS

For each question that requires an attachment, please state the paragraph number, e.g., Attachment II, C, and the corresponding question.

A. Name of proposer:

---

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Address:

---

Address:

---

Telephone:

Fax:

B. Indicate below if you are certified by the State of Louisiana as a Minority-Owned Business Enterprise (MBE) or Woman Owned Business Enterprise (WBE).

MBE ( )

WBE ( )

Indicate if you are a certified Disadvantaged Business Enterprise: DBE ( )

C. Number of years Proposer has operated a consumer retail car rental service. (If car rental service is to be operated by a joint venture or partner, indicate the experience of each party.)

Car rental experience: \_\_\_\_\_ years.

D. Describe the nature of your experience in the operation of facilities and state the number of persons you currently employ in such operations.

(Attach answer as Written Attachment II, D.)

E. Submit a list of the three (3) largest locations where you have operated consumer retail car rental facilities within the last five (5) consecutive years, giving the dates of operation for each location and the gross revenues for each operation for the last three (3) years. List airport car rental facilities separately. (Attach answer as Written Attachment II, E.)





Section 5

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

Section 5

Airport Concession Disadvantaged Business Enterprise Participation

The requirements of 49 CFR Part 23 and 49 CFR Part 26, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of 0% percent of the *value of leases and/or purchases of goods and services* has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the concession specific goal for ACDBE participation in the performance of this concession. See also the determination of Good Faith Efforts and the Good Faith Effort Appeal Process (Attachment 2).

The concession firm will be required to submit the following information: (1) The names and addresses of ACDBE firms and suppliers that will participate in the concession, (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the participation of each ACDBE firm; (4) Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment (Attachments 3 & 4) and (6) If the contract goal is not met, evidence of good faith efforts (Attachment 5).

Airport Concession Disadvantaged Business Enterprise (ACDBE) participation on this contract may be in the form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Section 23.53 "How Do Car Rental Companies Count ACDBE Participation Toward Goals (Attachment 6)?" ACDBE Participation can also be achieved through purchases from ACDBE regular dealers in the categories listed below:

- Fuel
- Maintenance
- Car Repair
- Legal Services
- Accounting Services
- Advertising Services
- Insurance
- Office Supply
- Body Repairs
- Car Washes
- Janitorial Service & Supply
- Towing
- Vehicle Purchases
- Other Vehicle Maintenance
- Related Goods & Services
- Oil Changes

These ACDBE provided goods & services are counted at 100% of their value when purchased from an ACDBE regular dealer.

## ACDBE Car Rental Proposal Specifications

1. The proposer is hereby advised that the England Authority has employed the services of Kazette Enterprises to administer the Airport Concessionaires Disadvantaged Business Program. Kazette Enterprises is responsible for insuring that the program is applied in accordance with the applicable law. Any questions concerning the ACDBE Program should be addressed to the offices of Kazette Enterprises located at 1501A Wimbledon Boulevard, Alexandria, LA. 71303 or the office may be contacted at (318) 442-2593.
2. Only participation by those ACDBE's certified on the Louisiana Unified Certification Program (LAUCP) Directory, prior to the due date of this Request for Proposal, will be counted towards the goal. The LAUCP Directory can be located via the Internet at [www.laucp.org](http://www.laucp.org). Proposers should select Airport Concessionaires under Type of Service to view the Certified Airport Concessionaires. For information, please contact the ACDBE Liaison Officer (ACDBELO), Lynne Eddlemon at (318) 442-3593 or email her at [lynne@kazette.com](mailto:lynne@kazette.com).
3. To insure compliance with 49 CFR Part 23, the successful concession firm will be required to submit an *ACDBE Quarterly Payment and Participation Report* by the 20<sup>th</sup> day of April, the 20<sup>th</sup> day of July, the 20<sup>th</sup> day of October and the 20<sup>th</sup> day of January of each year of the contract which will cover the ACDBE Participation and Payments that were made during the previous quarter of each due date (Attachment 7). If the report is not received by the 25<sup>th</sup> day of the month in which it is due the England Authority may impose a \$100.00 late filing penalty. Interest may be accrued on the penalty until the report is received.
4. The successful concession firm agrees to pay to each ACDBE and non-ACDBE under this contract for satisfactory performance of its contract/services within thirty (30) days of the invoice date. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from the England Authority.
5. The DBE Office through the application of 49 CFR §26.558 will be responsible for the determination and evaluation of whether or not an ACDBE firm is performing a commercially useful function on this concession agreement.
6. The Prime Concessionaire is required to notify the DBE Office if their ACDBE subcontractors will further subcontract out any portion of the concession. Credit will be given based on actual participation by ACDBEs.

7. The England Authority retains the right to examine all proposers purchase records, financial statements, tax records, contracts and other related documents supporting the reported ACDBE vendor purchases/sub-concessions as a Compliance & Enforcement mechanism under 49 CFR Section 23.29. Periodic reviews of this type are intended as a means of maintaining the integrity of the Concession and failure to supply requested documentation shall be deemed a violation of the Concession with contractor being in non-compliance. This data shall be retained for a minimum of 3 years following the end of the concession agreement or other covered contract.
8. Pursuant to 49 CFR Part 23.29, the England Authority will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with this contract, so that DOT can take the necessary steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, suspension and debarment or the levying of civil penalties).
9. Failure by the successful contractor to carry out the requirements of 49 CFR Part 23 and 49 CFR Part 26 is a material breach of the contract, which may result in the termination of this contract or such other remedy, as the England Authority deems appropriate. These requirements apply to all concession firms and suppliers, including those who qualify as an Airport Concession Disadvantaged Business Enterprises (ACDBE).
10. The England Authority reserves the right to waive any of these specifications when it is in the best interest of the England Authority.



## Attachment 1

### APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The proposer can meet this requirement in either of two ways. First, the proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the proposer can document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
  
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
  
- III. The Department also strongly cautions you against requiring that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
  
- IV. The following is a list of types of actions, which you should consider as part of the Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or

written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty, if the DBEs are interested, by taking appropriate steps to follow up on initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or

associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the contractor's efforts to meet the project goal.

- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- I. In determining whether a Proposer has made good faith efforts, you may take into account the performance of other proposers in meeting the contract. For example, when the apparent successful proposer fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Proposer could have met the goal. If the apparent successful Proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, you may view this, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

Attachment 2  
CONCESSION REQUEST FOR PROPOSALS (RFP)  
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)  
DETERMINATION OF GOOD FAITH EFFORTS AND  
GOOD FAITH EFFORTS APPEAL PROCESS

1. The successful Concessionaire shall comply with CFR 49 Part 23/26 which requires Good-faith Efforts (GFE) to achieve participation of certified Airport Concession Disadvantaged Business Enterprise (ACDBE) firms on all USDOT funded professional service contracts. In accordance with US DOT requirements, the Concessionaire shall ensure that ACDBEs have an opportunity to participate in this project/contract.
  
2. The England Authority's ACDBE Office is authorized to make the determination that Concessionaire has made a good-faith effort (GFE) to achieve the required ACDBE participation by doing either of the following:
  - a. Shows evidence that it has met the ACDBE participation by submitting a complete and detailed ACDBE Utilization Plan; or
  - b. Documents that it made good-faith efforts to meet the ACDBE participation goal, even though it did not succeed in achieving it. In this case, the Concessionaire must submit the Certificate of Good-faith Efforts and all relevant documentation to the ACDBE office for its GFE determination within five (5) working days of notification of being the successful proposer.
  
3. The efforts employed by the Concessionaire should be those that one could reasonably expect a Concessionaire to take if the Concessionaire were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the ACDBE contract requirements. (49 CFR §26.53 and Appendix A to 49CFR Part 26 provides guidance regarding GFE).
  
4. In the event the ACDBE Office determines that the Concessionaire has failed to meet the GFE requirements, Concessionaire is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) working days of receiving written notice from the ACDBE Office of the failure to meet the GFE requirement. The written notice and request for appeal hearing follows the explanation of the administrative reconsideration process.

**Administrative Reconsideration**

Within three (3) working days of being informed by the England Authority ACDBE Office that it is not responsive because it has not documented sufficient good faith efforts, a proposer/offeror may request administrative reconsideration. Proposer/offeror should make this request by completing the Good Faith Efforts Waiver Denial Request for Administrative Hearing Form and returning it to the England Authority ACDBE Office.

As part of this reconsideration, the proposer/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The proposer/offeror will have the opportunity to meet in person with the reconsideration official to discuss whether they met the good faith effort. The administrative reconsideration official will send the proposer/offeror a written decision on reconsideration, explaining the basis for finding that the proposer did or did not meet the goal or make adequate good faith efforts to do so within 3 working days of the request for administration reconsideration. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

The proposer/offeror may appeal the decision of the administration reconsideration official by making a request in writing to the Executive Director of the England Authority. The proposer/offeror should make this request no later than 3 working days after the written decision of the administration reconsideration official. This request should be sent to: Mr. Jon Grafton, 1611 Arnold Drive, Alexandria, LA. 71303. The Executive Director will send the proposer/offeror a written decision within 3 working days of the request for an appeal. The Executive Director does not play a role in the original determination of good faith efforts or in the administrative reconsideration of good faith efforts.

The proposer/offeror may appeal the decision of the Executive Director to the Board of Commissioners of the England Economic and Industrial Development District. This request should be made in writing no later than 3 working days after the written decision of the Executive Director. This request should be sent to the Chairman of the Board, England Economic and Industrial Development District, 1611 Arnold Drive, Alexandria, LA. 71303. The Board of Commissioners will send the proposer/offeror a written decision within 3 working days of the request for an appeal. The England Economic and Development District's Board of Commissioners will be the final authority on all decisions related to the good faith effort of the proposer/offeror. The commissioners do not play a role in the original determination of good faith efforts or in the administrative reconsideration of good faith efforts.

**Good-Faith Efforts Waiver Denial  
Request for Administrative Hearing**

Your request for a good-faith efforts waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return it to the England Authority ACDBE Office no later than 5:00 p.m. on \_\_\_\_\_.

A faxed request may be sent to \_\_\_\_\_.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire ACDBE participation file you submitted to the England Authority ACDBE Office. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your proposal and participation forms must be submitted at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver determination.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, an adjournment of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_  
HEREWITH REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE COMPANY'S GOOD-FAITH EFFORTS  
WAIVER REQUEST.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment 3

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE  
(ACDBE) UTILIZATION

The undersigned Proposer/Offeror has satisfied the requirements of the proposal specification in the following manner (Please check the appropriate space):

\_\_\_\_\_ The Proposer/Offeror is committed to a minimum of \_\_\_\_\_%  
ACDBE utilization on this contract.

\_\_\_\_\_ The Proposer/Offeror (if unable to meet the ACDBE goal of  
\_\_\_\_\_ 0% \_\_\_\_\_ is committed to a minimum of \_\_\_\_\_%  
ACDBE utilization on this contract and will submit documentation  
demonstrating good faith efforts.

Name Proposer's/Offeror's firm: \_\_\_\_\_

State Contractor's License Number: (if applicable) \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

**(Submit This Page with Your Proposal)**

Attachment 4

ACDBE Letter of Intent

Name of Proposer's/Offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name of ACDBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of work to be performed by ACDBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Proposer/Offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$\_\_\_\_\_.

**Affirmation:**

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Concessionaire Signature) (Printed Name) (Title)

By: \_\_\_\_\_  
(ACDBE Signature) (Printed Name) (Title)

If the Proposer/Offeror does not receive award of the Concessionaire contract, any and all representations in this Letter of Intent and Affirmations shall be null and void.

**(Submit This Page with Your Proposal)**



ATTACHMENT 5

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT  
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

*CERTIFICATE OF GOOD-FAITH EFFORTS*

**(Submit This Attachment with your Proposal only if ACDBE Goals have not been met)**

The intent of this certification is to document the good-faith efforts implemented by the apparent successful concessionaire/proposer in soliciting and utilizing ACDBE firms to meet ACDBE participation requirements. This certificate will assist the England Authority in determining whether the apparent successful Concessionaire proposer has implemented comprehensive good-faith efforts. Failure to implement good-faith efforts to the satisfaction of England Authority could result in the rejection of the proposal.

I, \_\_\_\_\_ do hereby acknowledge that I am the \_\_\_\_\_ of, \_\_\_\_\_ who has been identified as the apparent successful concessionaire/proposer/provider on the following England Authority Project.

Project No.	Project Title	Total Contract Amount	ACDBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the ACDBE participation goals on this project (*Attach additional pages if necessary.*)

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I hereby certify that I have utilized comprehensive good-faith efforts to solicit and utilize ACDBE firms to meet the ACDBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

**A. Identifying Subcontract Work Items**

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting ACDBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate ACDBE participation.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to ACDBE firms (or broken down into economically feasible units to facilitate ACDBE participation)?

---



---

**B. Notifying ACDBE Firms of Contracting Opportunities**

1. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to ACDBE firms to this certificate.)

Company Contacted	Date of Written Notification	ACDBE (Yes/No)	Date of Follow-up Telephone Call

2. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

3. Identify ACDBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

ACDBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

4. Were the services of the England Authority's Disadvantaged Business Enterprise Office used to assist in the recruitment of ACDBE firms?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: Telephone: \_\_\_\_\_ Written Correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C. Providing ACDBEs with Assistance**

1. Explain any efforts undertaken to provide ACDBE firms with adequate information about project scope of work and requirements of the contract:

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2. Describe any efforts undertaken to assist interested ACDBE firms in obtaining lines of credit or insurance required by England Authority or the contractor:

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3. Describe any other efforts initiated to provide special assistance to ACDBE firms interested in participating in the project.

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**D. Soliciting Proposals From Interested ACDBE Firms**

Concessionaires must solicit proposals in good faith with interested ACDBE firms. Concessionaires without sound justification must not reject proposals from interested ACDBE firms.

1. Indicate in the table below which ACDBE firms submitted proposals. Also, provide a brief explanation of why any one of these ACDBE proposals were rejected. Please attach additional page(s) if necessary.

Name/Address/Contact Person Of ACDBE Firm	Work Quoted and Explanation for Rejecting Proposals

2. Other Comments you want England Authority to consider:

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**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

The undersigned, having been first duly sworn, states that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_  
Concessionaire/Authorized Representative

Subscribed and sworn to before me this day \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signed: \_\_\_\_\_  
Notary Public (Seal)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

## Attachment 6

### How Do Car Rental Companies Count ACDBE Participation Toward Goals?

- (a) As a car rental company, you may, in meeting the goal the airport has set for you, include purchases or leases of vehicles from any vendor that is a certified ACDBE.
- (b) As a car rental company, if you choose to meet the goal the airport has set for you by including purchases or leases of vehicles from an ACDBE vendor, you must also submit to the recipient documentation of the good faith efforts you have made to obtain ACDBE participation from other ACDBE providers of goods and services.
- (c) While this part does not require you to obtain ACDBE participation through direct ownership arrangements, you may count such participation toward the goal the airport has set for you.
- (d) The following special rules apply to counting participation related to car rental operations:
  - (1) Count the entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (2) Count the entire amount of the fee or commission charged by a ACDBE to manage a car rental concession under an agreement with the Concessionaire toward ACDBE goals, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) Do not count any portion of a fee paid by a manufacturer to a car dealership for reimbursement of work performed under the manufacturer's warranty.
- (e) For other goods and services, count participation toward ACDBE goals as provided in part 26, §26.55 and §23.55 of this part. In the event of any conflict between these two sections, §23.55 controls.
- (f) If you have a national or regional contract, count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract. Use the proportion of your applicable gross receipts as the basis for making this pro-rated assignment of ACDBE participation.

*Example to paragraph (f):* Car Rental Company X signs a regional contract with an ACDBE car dealer to supply cars to all five airports in a state. The five airports each account for 20 percent of X's gross receipts in the state. Twenty percent of the value of the cars purchased through the ACDBE car dealer would count toward the goal of each airport.

Attachment 7

**Alexandria International Airport (AEX) ACDBE Quarterly Payment and Participation Report**  
**Car Rental Concessions**  
**(To be submitted by successful proposer after agreement is entered into)**

Car Rental Concessionaire: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Quarter Covered: \_\_\_\_\_

Total Gross Revenues for Primary Car Rental Concession this Quarter: \$ \_\_\_\_\_

Sub-Concessions This Period:

Ethnicity	Total Number	Total Dollar Amount
ACDBE Black Americans		
ACDBE Hispanic Americans		
ACDBE Asian Pacific Americans		
ACDBE Asian Indian Americans		
ACDBE Native American		
ACDBE Non-Minority Women		
Non-ACDBE Sub-concessions		
<b>Totals</b>		

Goods and Services Purchased This Period:

Ethnicity	Total Number	Total Dollar Amount
ACDBE Black Americans		
ACDBE Hispanic Americans		
ACDBE Asian Pacific Americans		
ACDBE Asian Indian Americans		
ACDBE Native American		
ACDBE Non-Minority Women		
Non-ACDBE Purchases of Goods/Services		
<b>Totals</b>		

(Attachment 7 Cont'd)

ACDBE FIRM INFORMATION

Name of ACDBE Firm: \_\_\_\_\_

ACDBE Participation by Race/Gender

- Black Americans
- Hispanic Americans
- Asian- Pacific Americans
- Asian-Indian Americans
- Native Americans
- Non-minority Women
- Other \_\_\_\_\_

Address: \_\_\_\_\_

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

If participation is in the form of a Sub-concession please list:

Date Concession (i.e. lease/sublease) Began: \_\_\_\_\_

Date Concession (i.e. lease/sublease) Expires: \_\_\_\_\_

Dollar Amount of Sub-concession: \$ \_\_\_\_\_

Options to Renew:

How Many: \_\_\_\_\_ Length of Time: \_\_\_\_\_

Dates that material amendments have been made or will be made to sub-concession agreement:

(if known): \_\_\_\_\_

If participation is for purchases of goods or services please list the goods or services that were purchased:

Total Dollar Amount of Goods & Services Purchased this Period: \$ \_\_\_\_\_

Section 6

FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION  
Alexandria International Airport  
Alexandria, Louisiana



FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)  
NON-EXCLUSIVE CAR RENTAL CONCESSION  
CONTENTS

	<u>Page</u>
1. Premises	4
2. Term	5
3. Uses and Privileges	5
4. Rent, Charges and Fees	6
4.1 Concession Fee	6
4.2 Premises Rental	6
4.3 Customer Facility Charge	8
4.4 Delinquent Charges or Fees	8
4.5 Statement, Books and Records	8
4.6 Audits	9
5. Installation of Improvements and Design, Furnishing and Equipping of Premises	9
5.1 Improvements by England Authority	9
5.2 Installations by Concessionaire	9
5.3 Alterations and Improvements	9
5.4 Removal, Demolition of Improvements	10
6. Maintenance	10
6.1 England Authority's Obligations	10
6.2 Concessionaire's Obligations	10
6.3 Trash and Garbage	11
7. Standards of Service	11
7.1 Hours of Operation	11
7.2 Type of Operation	11
7.3 Manager	12
7.4 Personnel	12
7.5 Decisions on Disputes	12
8. Licenses and Taxes	13
9. Hold Harmless Agreement and Liability Insurance	13
9.1 Indemnification - Concessionaire	13
9.2 Indemnification - England Authority	13
9.3 Insurance	13
10. Performance Bond/Letter of Credit	14
11. Damage or Destruction of Premises in Terminal Building	14

11.1	Repair of Damage	14
11.2	Limits of Obligations Defined	14
12.	Cancellation	15
12.1	Cancellation by Concessionaire	15
12.2	Cancellation by England Authority	15
12.3	Termination and Reletting	16
13.	Nonwaiver of Rights	16
14.	Surrender of Possession	16
15.	Assignment, Subletting, and Surrender	16
16.	Inspection of Premises	17
17.	Holding Over	17
18.	Quiet Enjoyment	17
19.	Non-Discrimination	17
20.	ACDBE Requirements	17
21.	No Liens	18
22.	Hazardous Substances	18
23.	Environmental Provisions	18
24.	Waivers	20
25.	Notices	20
26.	Waiver of Claims	20
27.	Police and Fire Protection	20
28.	Concession Subordinate to Agreements with the United States	21
29.	Rights and Privileges of England Authority	21
30.	Compliance with England Authority's Development Standards and Construction Requirements	22
31.	Terms Binding Upon Successors	22
32.	Concession Made in Louisiana	22
33.	Ethics	22
34.	Headings	23
35.	Contract Documents	23
36.	Force Majeure	23
EXHIBITS		
A	CAR RENTAL COUNTER LOCATIONS	24
B	READY AND RETURN PARKING BLOCKS	25
C	GROSS REVENUE REMITTANCE FORM	26
D	ENGLAND AUTHORITY'S SIGNAGE STANDARDS	27

Section 6

FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION  
Alexandria International Airport  
Alexandria, Louisiana

THIS Concession, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the England Economic and Industrial Development District (hereinafter referred to as ENGLAND AUTHORITY), a political subdivision of the State of Louisiana, and \_\_\_\_\_ (hereinafter referred to as "CONSESSIONAIRE"), an \_\_\_\_\_ corporation, domiciled in \_\_\_\_\_.

WITNESSETH:

WHEREAS, ENGLAND AUTHORITY controls, owns, operates, and maintains a public airport in Parish of Rapides, Louisiana, known as Alexandria International Airport ("AEX"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, ENGLAND AUTHORITY desires to provide for the operation of car rental concessions to the general public in the AEX Terminal Building, and

WHEREAS, the ENGLAND AUTHORITY, on the terms and conditions herein contained, grants to CONCESSIONAIRE the right to operate its car rental concession at the Airport;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the ENGLAND AUTHORITY and CONCESSIONAIRE agree as follows:

SECTION 1 - PREMISES

ENGLAND AUTHORITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby agrees to receive from the ENGLAND AUTHORITY occupancy privileges in the following spaces and facilities, hereinafter called "Premises":

(a) Approximately two hundred eighty-eight (288) square feet, more or less, of counter and adjoining office space in the Terminal Building at AEX at the location shaded in grey on Exhibit A, attached hereto and by reference made a part hereof for entire contract term.

(b) One ready and return block at the location marked in yellow on Exhibit B attached hereto and made a part hereof by reference. All of the ready and return blocks shall hereafter be referred to as "Ready and Return Blocks." for the entire contract term.

## SECTION 2 - TERM

This concession shall have a term of three (3) years (Term), beginning on the 1st day of December, 2016 (commencement date) and ending on the 30th day of November, 2019 unless sooner terminated as provided herein. Each twelve (12) month period, or portion thereof, shall be considered a Concession Year. At the sole discretion of the England Authority, by and through its Executive Director, this agreement may be extended for two additional one (1) year option periods.

## SECTION 3 - USES AND PRIVILEGES

CONCESSIONAIRE shall enjoy the following privileges in connection with the grant of this concession:

(a) The non-exclusive right, privilege, and obligation to conduct and operate a passenger car rental concession at AEX, including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airports of similar size and capacity.

(b) The non-exclusive right of ingress and egress to and from AEX on roadways within the England Airpark and Industrial Community subject only to such reasonable rules and regulations as may be established by AEX or the ENGLAND AUTHORITY as respecting such use.

No signs shall be installed by CONCESSIONAIRE on or about the Premises without prior written approval of the ENGLAND AUTHORITY, said approval being discretionary with the ENGLAND AUTHORITY. The ENGLAND AUTHORITY enforces signage standards throughout the AEX complex including the terminal, car rental counter back-wall and ready/return block. No temporary signs or displays shall be permitted on the back wall or the counter surfaces without the prior written approval of the ENGLAND AUTHORITY. No signs stating "cars available" or similar messages will be permitted. Handwritten signs are strictly prohibited. All signs must be approved by the Airport Manager before installation.

Nothing shall be placed on window/window sills. Window sills must be kept clean at all times. No exceptions will be made. Items attached to walls inside of rental space shall only be posted upon approval of the Airport Manager.

It is expressly understood by this Concession that the Premises be will used to store and park only those vehicles and related accessories and equipment necessary to provide and support car rental services on the AEX.

All ready/return vehicles must park in designated parking spaces only. Any vehicles parked in non-designated areas will be towed immediately. All ready vehicles must pull straight in to parking spaces; no vehicles are to be backed in. CONCESSIONAIRE Employees are strictly forbidden from parking in ready/return spaces. All employees must park in designated employee parking.

Due to security restrictions, no unattended vehicles may park in the terminal pass thru/drop off lanes for any amount of time. Violations will result in vehicle being towed immediately at the expense of the CONCESSIONAIRE.

Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airpark.

SECTION 4 - RENT, CHARGES AND FEES

Subsection 4.1 - Concession Fee

(a) Minimum Annual Guarantee. For the concession privileges granted hereunder, and in addition to other fees and charges set forth herein to be paid by CONCESSIONAIRE, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY a Minimum Annual Guarantee (MAG) in equal monthly installments. The MAG shall be payable within twenty (20) days following the end of each month during the Term hereof, as follows:

Year 1 - \_\_\_\_\_ payable in twelve (12) equal installments of \_\_\_\_\_ per month.

Year 2 - \_\_\_\_\_ payable in twelve (12) equal installments of \_\_\_\_\_ per month.

Year 3 - \_\_\_\_\_ payable in twelve (12) equal installments of \_\_\_\_\_ per month.

If the option is awarded for Years Four and Five, the MAG for contract year Four and Five will be One Hundred and Ten percent (110%) of the highest Contract Year MAG above.

(b) Percentage Fee. In addition to the Minimum Annual Guarantee specified in Subsection 4.1 (a), above and as part of the total consideration to be paid by CONCESSIONAIRE to the ENGLAND AUTHORITY, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY additional fee (hereinafter referred to as "Percentage Fee") which shall be payable within twenty (20) days following the end of each month that this Concession remains in effect and shall be equal to the amount, if any, by which the sum of twelve (12%) percent of Gross Revenue, as hereinafter defined, of CONCESSIONAIRE for such month exceeds the monthly installment of the Minimum Annual Guarantee paid for such month. At the end of each Lease Year an adjustment shall be made between the ENGLAND AUTHORITY and CONCESSIONAIRE, so that the total amount payable and paid for such Lease Year shall be the greater of (i) the Minimum Annual Guarantee or (ii) a sum equal to twelve (12%) percent of Gross Revenue of the CONCESSIONAIRE for such Lease Year.

Definition of Gross Revenue. The term "Gross Revenue" as used herein means , as determined in the reasonable discretion of England Authority, all monies due Concessionaire, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services or accessories contracted for, delivered, supplied or rented at or from anywhere on the premises of AEX regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from AEX to an off-Airport place of business: or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues derived from, arising out of or becoming payable on account of the CONCESSIONAIRE, whether directly or indirectly, shall be included in Gross Revenues. Gross Revenues shall include, but not be limited to:

1. The time and/or mileage charges, after discounts taken at the time of rental, assessed by CONCESSIONAIRE to its customers;

2. The premiums on any and all insurance sold, including personal accident personal effects and cargo insurance, life insurance and any other insurance sold in connection with the vehicle rental;
3. Sums received from customers for Collision Damage Waiver (CDW) protection and Loss Damage Waiver (LDW) protection;
4. Any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;
5. Any and all fees and charges for equipment, supplies and incidental items which are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, child restraint seats, video equipment, and any other incidental items and services;
6. All "local revenue". Local Revenue means revenue derived from a vehicle rental transaction with a customer who has not deplaned at AEX, yet the rental transaction occurred at AEX. It also includes revenue derived from a vehicle transaction from fixed base operators (FBO) located at AEX.
7. All charges attributable to any vehicle originally rented at AEX which is exchanged at any other location of CONCESSIONAIRE.
8. All proceeds from the long-term lease of vehicles from any location at AEX.
9. The amount charged to CONCESSIONAIRE's customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by CONCESSIONAIRE
10. The amount charged by CONCESSIONAIRE as a pass through to its customers of Concession Fees.
11. Charges commonly referred to as "drop charges" or "intercity fees".

The following, however, shall not be considered as a part of CONCESSIONAIRE's gross revenue in CONCESSIONAIRE's monthly reports to the ENGLAND AUTHORITY:

1. The amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed by a governmental agency, which were separately stated and collected from customers.
2. Any sums received by a CONCESSIONAIRE as insurance proceeds or payments from CONCESIONAIRE'S customers or insurers specifically for physical damages to rented vehicles or other property of CONCESSIONAIRE other than any administration fees.
3. Sums specifically received as the result of loss, conversion or abandonment of CONCESSIONAIRE's vehicles other than administration fees.
4. Sums specifically received from the sale of vehicles off- airport premises or other equipment used in the operation of the Concession, the use of which CONCESSIONAIRE wishes to discontinue.
5. The amount of any CFC(s) received by CONCESSIONAIRE which are separately stated and collected from customers.

Any and all retroactive discounts given by CONCESSIONAIRE including corporate volume discounts are not allowed as a deduction from Gross Revenue.

Subsection 4.2 – Premises Rental. In addition to the Concession Fees, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY for the use and occupancy of the Assigned Premises, an annual Premises Rental described as follows:

(a). Terminal Building Rent. For the lease of the Terminal Building Premises, described in SECTION 1(a) hereof, the sum of \$\_\_\_\_\_ annually.

(b). Ready & Return Block Rent. For the lease of the Ready and Return Block Premises, described in SECTION 1(b) hereof, the sum of \$\_\_\_\_\_ annually.

Annual Terminal Building Rent and Ready & Return Block Rent are payable in twelve equal monthly installments. Monthly installments are payable in advance and without demand, on the first day of each calendar month of this Agreement, commencing December 1, 2016.

Section 4.3 Customer Facility Charge. Also, in addition to the Subsection 4.1 (a) and the Premises Rental specified in Subsection 4.2 above and as part of the total consideration to be paid by CONCESSIONAIRE to the ENGLAND AUTHORITY, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY additional amounts for Customer Facility Charges (hereinafter referred to as "CFC") which shall be payable within twenty (20) days following the end of each month that this CFC is charged. This charge shall be assessed for all cars rented at AEX for twenty-four or fewer hours for the first transaction day, and every twenty-four hours for each transaction day thereafter. This CFC amount may be adjusted from time to time with prior notice given by ENGLAND AUTHORITY to CONCESSIONAIRE. CONCESSIONAIRE shall remit to the ENGLAND AUTHORITY the total amount of CFC's collected during the month as indicated in Subsection 4.5 (a) below. That amount is equal to the number of transaction days multiplied by the current daily CFC rate.

Subsection 4.4 - Delinquent Charges or Fees. Without waiving any other right or action available to the ENGLAND AUTHORITY in the event of default in payment of charges or fees payable to the ENGLAND AUTHORITY pursuant to this Concession, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY a late payment fee of \$100.00 per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid and received by the ENGLAND AUTHORITY.

Subsection 4.5 - Statements, Books and Records.

(a) Within twenty (20) days after the close of each calendar month of the term of this Concession, CONCESSIONAIRE shall submit to ENGLAND AUTHORITY, on the Gross Revenue form as shown in Exhibit C, a statement of its Gross Revenue during the preceding month from its operations at AEX upon which the percentage payments to ENGLAND AUTHORITY set forth in Subsection 4.1(b) and CFC charges as set forth in Subsection 4.3, are computed, said statement to be signed by a responsible accounting officer of CONCESSIONAIRE. CONCESSIONAIRE shall keep full and accurate books and records showing all of its Gross Revenue pertaining to operations at the Airport, and ENGLAND AUTHORITY shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including State of Louisiana sales tax return records. CONCESSIONAIRE hereby agrees that all such records and instruments will be made available to ENGLAND AUTHORITY on the AEX premises for at least a three (3) year period following termination of this Concession.

(b) CONCESSIONAIRE shall maintain records and controls pertaining to the rental transactions at AEX which shall be available for inspection and examination of the Premises upon twenty four (24) hours notice by ENGLAND AUTHORITY or its duly authorized representative.

(c) CONCESSIONAIRE shall employ an independent certified public accountant who shall provide to ENGLAND AUTHORITY for each twelve (12) month period written financial statements certifying that the Minimum Annual Guarantee and/or Percentage Fee paid by CONCESSIONAIRE to the ENGLAND AUTHORITY for the preceding twelve (12) month period pursuant to this Concession was made in accordance with the terms of this Concession. Such statements shall also contain a list of the Gross Revenue as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to ENGLAND AUTHORITY during the period covered by statement. Said statement shall be delivered to the ENGLAND AUTHORITY no later than one hundred twenty (120) days after close of CONCESSIONAIRE's annual fiscal year operations. Failure to provide said certified statements shall result in a \$100 penalty per day for each day that said statements are not provided.

Subsection 4.6 - Audits. The ENGLAND AUTHORITY reserves the right, at ENGLAND AUTHORITY's expense, to audit CONCESSIONAIRE's books and records of receipts at any time for the purpose of verifying the Gross Revenue hereunder. If, as a result of such statement, it is established that CONCESSIONAIRE has understated the Gross Revenue as defined herein, by three percent (3%) or more, the entire expense of said audit shall be born by CONCESSIONAIRE. Any additional Percentage Fee due shall forthwith be paid by CONCESSIONAIRE to ENGLAND AUTHORITY with interest thereon at the rate of one and one-half percent (1.5%) per month from the date such additional Percentage Fee became due. Failure to provide the documentation necessary for the ENGLAND AUTHORITY to conduct a complete and accurate audit will be considered a material breach of this Concession and shall be subject to the terms described in Paragraph 12.2 of this Concession.

## SECTION 5 - INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING AND EQUIPPING OF PREMISES

Subsection 5.1 - Improvements by ENGLAND AUTHORITY. The ENGLAND AUTHORITY shall provide existing counter and office space in the baggage claim area of the Terminal Building, as shown on Exhibit A and the existing ready and return blocks shown on Exhibit B.

Subsection 5.2 - Installations by CONCESSIONAIRE. CONCESSIONAIRE shall, without cost to ENGLAND AUTHORITY, install all improvements and trade fixtures for the counter space, necessary for the customary operation of car rental services, including furniture, fixtures, carpet, and equipment, all of which shall be high quality, meet all code requirements, and shall be approved by the ENGLAND AUTHORITY, in writing, prior to installation. Computer terminals shall be placed in the counters and shall not be substantially visible from outside the leased premises.

Subsection 5.3 - Alterations and Improvements. CONCESSIONAIRE shall not install or erect additional, nonstructural improvements on the Airport, or alter, change, or make other improvements unless and until plans and specifications for such additional alterations or improvements shall have been submitted to and approved in writing by the Airport Manager and the ENGLAND AUTHORITY. Any such alterations or improvements shall be without cost to ENGLAND AUTHORITY. All alterations, improvements and physical additions of any kind to the Premises as defined in Section 1 of this Concession which are made by CONCESSIONAIRE shall



become a part of the said Premises without compensation to CONCESSIONAIRE and shall become the property of ENGLAND AUTHORITY at the termination or cancellation of this Concession as defined in Section 14 of this Concession with the exception of additional, portable machinery and equipment of every kind and character installed by CONCESSIONAIRE and not attached to or affixed to the Premises may be removed at the termination or cancellation of this Concession provided that the Premises, shall be restored to their condition before such portable machinery and equipment were installed.

Subsection 5.4 - Removal or Demolition of Improvements. CONCESSIONAIRE shall not remove or demolish, in whole or in part, any improvements without prior approval by ENGLAND AUTHORITY.

## SECTION 6 - MAINTENANCE

### Subsection 6.1 - ENGLAND AUTHORITY's Obligations.

- (a) Provide structural maintenance of the Terminal Building and parking areas, including the Premises.
- (b) Provide CONCESSIONAIRE's employees with free automobile parking spaces, in common with other employees of tenants and users of the Terminal Building.

### Subsection 6.2 - CONCESSIONAIRE's Obligations.

- (a) Provide all janitorial and maintenance services for the Premises.
- (b) Keep all counter space, office areas, and ready/return block clean and neat in appearance and in safe condition.
- (c) Keep its furniture, fixtures, and equipment in good working order.
- (d) Remove snow and ice from its ready/return block.
- (e) If a CONCESSIONAIRE's vehicle makeup/cleaning or storage area/yard is on the grounds of England Airpark or within 2 mile of the boundaries of England Airpark then the CONCESSIONAIRE shall:
  - 1) Maintain all rental car makeup/cleaning or storage area(s)/yard(s) appropriately, including mowing, weed eating, shrubbery and plant control, and trash pickup;
  - 2) If vehicle maintenance/cleaning or storage areas/yards are fenced, the fencing must be maintained in good condition and may not have barbed/concertina/razor wire on, above or below any portion of the fence.

ENGLAND AUTHORITY shall be the sole judge of the quality of facility maintenance, including the Premises. If, in the sole discretion of the ENGLAND AUTHORITY, it is determined that the Premises are not being adequately maintained and cleaned, it shall

notify CONCESSIONAIRE in writing of the unsatisfactory conditions. CONCESSIONAIRE shall have twenty-four (24) hours to perform the maintenance services necessary to remedy the unsatisfactory condition. Failure of CONCESSIONAIRE to timely remedy any such complaint shall be a default of CONCESSIONAIRE's obligations under this Concession. Alternatively and without waiving any right to declare CONCESSIONAIRE in breach of this Concession, the ENGLAND AUTHORITY may enter upon the Premises to perform such janitorial services and/or maintenance to remedy the complaint. In this event, CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for actual cost of undertaking said services together with an established administrative charge. Payment of said charges shall be made within fifteen (15) days of CONCESSIONAIRE's receipt of the ENGLAND AUTHORITY invoice.

Subsection 6.3 - Trash and Garbage. The ENGLAND AUTHORITY will provide only common-use garbage disposal dumpsters adjacent to the Terminal Building. CONCESSIONAIRE may dispose of office waste generated by CONCESSIONAIRE's operations at the AEX.

## SECTION 7 - STANDARDS OF SERVICE

Subsection 7.1 - Hours of Operation. CONCESSIONAIRE shall be open for business, have vehicles for rental and accept rental returns from the time of the first scheduled arrival/departures until thirty (30) minutes after the last scheduled airplane arrivals/departures each day. If flights are delayed CONCESSIONAIRE shall remain open until thirty (30) minutes after last flight arrival.

### Subsection 7.2 - Type of Operation.

(a) CONCESSIONAIRE shall provide all services under this Concession on a nondiscriminatory basis to all users of AEX. CONCESSIONAIRE shall maintain and operate the Premises in a first-class manner and shall keep them in a safe, clean, orderly, and inviting condition at all times, satisfactory to ENGLAND AUTHORITY. Service shall be prompt, courteous, and efficient.

(b) CONCESSIONAIRE shall maintain, at all times and at its own expense, an adequate number of vehicles at AEX to meet the reasonable public demand. Only fully-operational, well-maintained, licensed vehicles shall be rented by CONCESSIONAIRE. CONCESSIONAIRE agrees that at no time will it use automobiles whose year model is more than two (2) years older than the current year model for each vehicle make provided.

(c) At no time shall CONCESSIONAIRE's fleet of vehicles assigned to AEX fall below 50 vehicles. ENGLAND AUTHORITY will audit fleet numbers from time to time. If the audited number of vehicles falls below the minimum requirement, the ENGLAND AUTHORITY will notify CONCESSIONAIRE in writing. If fleet number is not corrected by CONCESSIONAIRE within ten (10) days after receipt of written notice, CONCESSIONAIRE shall be considered to be in breach on this Concession. ENGLAND AUTHORITY reserves the right to increase the minimum fleet number if at any time the monthly percentage of the CONCESSIONAIRE's leased fleet exceeds 100% in any six (6) months of a twelve (12) month period.

(d) CONCESSIONAIRE employees shall not engage in open or public disputes, disagreements, or conflicts with each other or the employees of other Concessionaires tending to disrupt or negatively affect the quality of the car rental service of CONCESSIONAIRE and its compatibility with the best interests of the public at AEX.

(e) The solicitation and/or advertising of the car rental operation at AEX shall be confined to previously approved signs and advertising displays in permitted locations, and answering inquiries regarding CONCESSIONAIRE's services and facilities, which activity shall be restricted to CONCESSIONAIRE's service counter in the Terminal Building.

Subsection 7.3 - Manager. The management, maintenance and operation of privileges under this Concession shall at all times during the Term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing CONCESSIONAIRE, who shall be subject at all times to the direction and control of CONCESSIONAIRE.

Subsection 7.4 - Personnel.

(a) CONCESSIONAIRE shall, in the operation of its car rental services under this Concession, employ only such personnel as will ensure a high standard of service to the public. All employees, while on duty, shall be clean, neat in appearance, and courteous at all times. All employees shall be appropriately attired, with uniforms in such instances as are appropriate. No employee shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

(b) CONCESSIONAIRE shall prohibit and restrain its employees, agents, servants or other representatives from personal solicitation for the services offered by it, or other businesses, on or about the Airport Premises.

(c) CONCESSIONAIRE shall maintain a stringent oversight of its employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation to be determined at the sole discretion of Airport Manager. CONCESSIONAIRE shall take all proper steps to discipline employees who participate in acts of misconduct while on duty. ENGLAND AUTHORITY does not allow or tolerate illicit drug or alcohol use on ENGLAND AUTHORITY property. ENGLAND AUTHORITY shall exercise an option to ban from the Airport any employee who fails to abide by standards in this subsection.

Subsection 7.5 - Decisions on Disputes.

Claims, disputes and other matters relating to or arising out of CONCESSIONAIRE's operations or the interpretation of this Concession shall be submitted initially to the Airport Manager in writing, with a request for a decision, which decision the Airport Manager shall render within a reasonable time. If CONCESSIONAIRE is dissatisfied with the Airport Manager's decision, it may submit a written appeal to the ENGLAND AUTHORITY Director of Operations within seven (7) days of receipt of the decision from the Airport Manager. The Director of Operations shall review the original complaint and the decision of the Airport Manager, and may conduct any additional investigation he considers appropriate. The Director of Operations shall render a written decision on the appeal within fifteen (15) days of completing his investigation. If the CONCESSIONAIRE is dissatisfied with the Director of Operation's decision, it shall have the right to appeal directly to the Executive Director of the ENGLAND AUTHORITY. The appeal shall be in writing and submitted to the Executive Director within seven (7) days following the receipt by CONCESSIONAIRE of the decision of the Director of Operations. The Executive Director shall review the entire record and may conduct an additional investigation he considers appropriate. The Executive Director shall issue a written decision within fifteen (15) days of completing his investigation. The decision of the Executive Director shall be considered a final decision unless CONCESSIONAIRE submits a written appeal of the decision to the Board of Commissioners (Board) within fifteen (15) days of the issuance of the decision by the Executive Director. An Appeal to the Board shall specify the type of relief sought and the

grounds in support thereof. The Board shall consider the appeal in open session and may consider any evidence and/or testimony it deems appropriate. The Board may render a decision immediately at the conclusion of the hearing or refer the appeal to the ENGLAND AUTHORITY legal counsel for consideration of issues of law. The ENGLAND AUTHORITY shall render its legal opinion to the Board not less than ten (10) days before the next regularly scheduled meeting of the Board. The Board shall render a written decision at the regularly scheduled meeting next following the meeting at which its hearing was conducted.

The rendering of a written decision pursuant to the above provision with respect to any claim, dispute or other matter shall be a condition precedent to any exercise by CONCESSIONAIRE of such rights or remedies as he may otherwise have under the contract documents or law.

#### SECTION 8 - LICENSES AND TAXES

CONCESSIONAIRE covenants and agrees to obtain all proper licenses or permits for the operation of its car rental concession, and to pay all taxes assessed or imposed by any governmental authority having jurisdiction over it. CONCESSIONAIRE shall have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax, or assessment. In the event that CONCESSIONAIRE shall fail to timely pay or appeal the payment of pay any assessed taxes, it will be considered to be in breach of this Concession under Subsection 12.2(g) hereof.

#### SECTION 9 - HOLD HARMLESS AGREEMENT AND LIABILITY INSURANCE

##### Subsection 9.1 – INDEMNIFICATION-CONCESSIONAIRE

To the fullest extent permitted by law, the CONCESSIONAIRE agrees to indemnify, defend, and hold harmless the ENGLAND AUTHORITY and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the CONCESSIONAIRE, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement. CONCESSIONAIRE shall indemnify and save ENGLAND AUTHORITY harmless from any award of damages and costs against ENGLAND AUTHORITY for any action based on Title VII of the Civil Rights Act of 1964 or any other state or federal anti-discrimination law or regulation or for U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

##### Subsection 9.2 – INDEMNIFICATION-ENGLAND AUTHORITY

The ENGLAND AUTHORITY agrees to indemnify, defend, and hold harmless the CONCESSIONAIRE and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the ENGLAND AUTHORITY, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

##### Subsection 9.3 -INSURANCE

CONCESSIONAIRE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Louisiana, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation  
(Louisiana) or Proof of All  
States Coverage Employers Liability

Statutory

Comprehensive General Liability

Bodily Injury & Property Damage (Incl.\$5,000,000  
Per Occurrence Personal Injury, Fire, Legal &  
Contractual \$5,000,000 General Aggregate &  
Products/Completed Operations)

Automobile Liability  
All Autos and/or Non-Owned, Hired, & Owned  
Bodily Injury & Property Damage

\$5,000,000 per Accident

Evidence of self-insurance financing such as an Irrevocable Letter of Credit, non-cancellable bond, or some other security deposit can be substituted for the Automobile Liability coverage stated above.

On all policies except Workers Compensation, England Economic and Industrial Development District shall be named as additional Insured, As Its Interests May Appear. All policies shall include waivers of subrogation in favor of the England Economic and Industrial Development District. A certificate indicating the above coverages shall be submitted for review and approval by ENGLAND AUTHORITY for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Louisiana and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to ENGLAND AUTHORITY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the ENGLAND AUTHORITY for approval prior to the commencement of activities under this Agreement.

SECTION 10 -PERFORMANCE BOND/LETTER OF CREDIT

Upon the execution of this Concession and prior to commencing operations under this Concession, CONCESSIONAIRE shall provide ENGLAND AUTHORITY with an irrevocable bank letter of credit or cash deposit in the amount of Sixty Thousand Dollars (\$60,000.00). The letter of credit or cash deposit shall be held by the ENGLAND AUTHORITY throughout the Term and may be applied by the ENGLAND AUTHORITY against any debt owed to it by CONCESSIONAIRE.

SECTION 11 - DAMAGE OR DESTRUCTION OF PREMISES IN TERMINAL BUILDING

Subsection 11. 1 - Repair of Damage.

If the Air Terminal Premises are damaged/destroyed in such a way that causes the CONCESSIONAIRE to be unable to operate its business, the charges payable herein under Subsection 4.1 shall abate immediately until such time as the said Premises are fully restored and certified by ENGLAND AUTHORITY as ready for occupancy. If the Air Terminal premises are not capable of being repaired within six (6) months from the time the damage occurred, CONCESSIONAIRE may terminate its obligations hereunder pursuant to the terms of Subsection 12.1 hereof.

Subsection 11. 2 - Limits of Obligations Defined.

It is understood that, in the application of the foregoing Subsection 11.1, ENGLAND AUTHORITY's obligations shall be limited to repair or reconstruction of the Terminal Building Premises to the same extent and of equal quality as obtained at the commencement

of operations hereunder. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

## SECTION 12 - CANCELLATION

### Subsection 12.1 - Cancellation by CONCESSIONAIRE.

CONCESSIONAIRE may cancel this Concession and terminate its obligations hereunder upon sixty (60) days advance written notice, upon or after the happening of one or more of the following events and provided that CONCESSIONAIRE is not in default in the payment of any fees, charges or taxes to ENGLAND AUTHORITY:

(a) The permanent abandonment of the Airport as an airline terminal or the permanent removal of all certificated passenger airline service from the Airport.

(b) The inability of CONCESSIONAIRE to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by a competent governmental authority or court having jurisdiction over CONCESSIONAIRE or ENGLAND AUTHORITY, preventing CONCESSIONAIRE from operating its car rental business; provided, however, that such inability or such order, rule or regulations is not due to any fault of CONCESSIONAIRE.

(c) The breach by ENGLAND AUTHORITY in the performance of any covenant or agreement herein required to be performed by ENGLAND AUTHORITY and the failure of ENGLAND AUTHORITY to initiate a remedy for such breach for a period of sixty (60) days after receipt from CONCESSIONAIRE of written notice to remedy the same.

### Subsection 12.2 - Cancellation by ENGLAND AUTHORITY.

The ENGLAND AUTHORITY may cancel this Concession and terminate all of its obligations hereunder, at any time that the ENGLAND AUTHORITY is not in default, upon or after the happening of any of the following events:

(a) CONCESSIONAIRE shall file a voluntary petition in bankruptcy.

(b) Bankruptcy is instituted against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt pursuant to such proceedings.

(c) A court shall take jurisdiction of CONCESSIONAIRE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.

(d) A receiver of CONCESSIONAIRE's assets shall be appointed.

(e) CONCESSIONAIRE voluntarily abandons the conduct of its car rental concession at the Airport for a period of thirty (30) days, except if such is due to a labor strike dispute in which CONCESSIONAIRE is involved.

- (f) Any assignment is made by CONCESSIONAIRE for the benefit of its creditors.
- (g) The breach/default by CONCESSIONAIRE of any of the covenants or agreements herein contained and the failure of CONCESSIONAIRE to remedy such breach/default during the cure time provided. If no cure time is otherwise provided, CONCESSIONAIRE shall have fifteen (15) days after the receipt of written notice of said breach/default by the ENGLAND AUTHORITY to cure same. Should the breach/default continue after the lapse of said fifteen (15) day period, the ENGLAND AUTHORITY, at its sole option, may cancel this Concession, without forfeiture, waiver, or release of ENGLAND AUTHORITY's rights to any sum of money due or to become due under the provisions of this Concession.
- (h) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict CONCESSIONAIRE, for a period of at least thirty (30) days, from its Airport operation.

#### Subsection 12.3 - Termination and Reletting.

Should there occur an early termination of this Concession pursuant to the terms of Subsection 12.2 hereof, the ENGLAND AUTHORITY shall have the right to enter the Premises and take possession thereof. CONCESSIONAIRE shall remain liable to the ENGLAND AUTHORITY for the full amount of all fees and charges, and shall continue to pay same until a Concession Agreement with another Concessionaire is granted by the ENGLAND AUTHORITY or until the last day of the Term of this Concession whichever sooner occurs.

#### SECTION 13 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Concession after a default of any the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Concession for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

#### SECTION 14 - SURRENDER OF POSSESSION

CONCESSIONAIRE shall, upon termination of this Concession, immediately quit and deliver up the Premises and privileges peaceably and quietly. CONCESSIONAIRE shall return the Premises in as good order and condition as on the commencement date, ordinary wear and tear excepted. The ENGLAND AUTHORITY shall have the right to use the deposit to make any repairs to the Premises not considered ordinary wear and tear. CONCESSIONAIRE shall have the right to remove all of its furniture, fixtures and equipment, subject to the provisions in Subsection 5.3

#### SECTION 15 - ASSIGNMENT, SUBLETTING, AND SURRENDER

CONCESSIONAIRE shall not at any time assign or convey this Concession, or any part thereof, without the prior written consent of ENGLAND AUTHORITY or sublet any part of the Premises; provided, however, that CONCESSIONAIRE may assign this

Concession to any approved person, firm, or corporation with which CONCESSIONAIRE may merge or consolidate or which may succeed to the business of CONCESSIONAIRE.

#### SECTION 16 - INSPECTION OF PREMISES

The ENGLAND AUTHORITY or its duly authorized representatives, or agents, and other persons for it, may enter upon said Premises at any and all reasonable times during the term of this Concession for the purpose and conditions hereof or for any other purpose incidental to rights of ENGLAND AUTHORITY.

#### SECTION 17 - HOLDING OVER

Holding over said Premises after this Concession has terminated, in any manner other than approved by this Concession, is prohibited. In the event of such holding over, the ENGLAND AUTHORITY shall be entitled to remove CONCESSIONAIRE from AEX, using police power if necessary. CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for any costs associated with the forced removal of CONCESSIONAIRE from AEX.

#### SECTION 18 - QUIET ENJOYMENT

The ENGLAND AUTHORITY agrees that CONCESSIONAIRE, upon payment of the fees and charges and all other payments to be paid by CONCESSIONAIRE under the terms of this Concession and upon observing and keeping the agreements and covenants of this Concession on the part of CONCESSIONAIRE to be observed and kept, shall be allowed to lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Concession.

#### SECTION 19 - NONDISCRIMINATION

CONCESSIONAIRE does hereby covenant and agree as a covenant running with its rights and privileges granted under this Concession, that 1) no person, whether the recipient of services, and employee or an applicant for employment, on the grounds of race, religion, sex, color, age, physical handicap, marital status, sexual preference, physical appearance or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of CONCESSIONAIRE's facilities and services; 2) that in the furnishing of its services to the general public at AEX, no person on the grounds of race, religion, sex, color, age, physical handicap, marital status, sexual preference, physical appearance or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such services; 3) that the CONCESSIONAIRE shall use the AEX Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

#### SECTION 20 - ACDBE REQUIREMENTS

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, ENGLAND AUTHORITY has implemented an airport concession disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. The ACDBE goal of zero (0%) percent, as measured by total estimated annual gross purchases, has been established for this concession agreement. The CONCESSIONAIRE shall take all necessary and reasonable steps to attempt to achieve this goal.



ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23.

The CONCESSIONAIRE will be required to submit information concerning the ACDBE firm(s) that will participate in this concession, including the name and address of each firm, the annual estimated gross revenues to be earned by each named firm, a description of the legal arrangement(s) to be utilized, and the total overall estimated annual gross revenues to be earned by the concession.

. The CONCESSIONAIRE must notify the DBE Office immediately if the dollar amount of any ACDBE Letter of Intent will change after it is submitted to the DBE Office. A CONCESSIONAIRE may not terminate, substitute or utilize another ACDBE Firm on this concession without prior written approval from the ENGLAND AUTHORITY.

If the CONCESSIONAIRE will be unable to achieve the ACDBE goal stated herein, it will be required to provide documentation demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at the time to enter into joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The requirements of this paragraph are not intended to force the CONCESSIONAIRE to change its business structure.

CONCESSIONAIRE shall, during the term of this agreement, submit each quarter to the ENGLAND AUTHORITY DBE Office the England Airpark ACDBE Quarterly Payment and Participation Report for Car Rental Concessions. This report is due to the ENGLAND AUTHORITY DBE Office by the 20<sup>th</sup> day of April, the 20<sup>th</sup> day of July, the 20<sup>th</sup> day of October and the 20<sup>th</sup> day of January of each year of the contract. Failure to submit this report by this due date may result in the assessment of a late payment fee of \$100.00 per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due to and received by the ENGLAND AUTHORITY DBE Office.

#### SECTION 21 - NO LIENS

CONCESSIONAIRE shall pay for all labor performed or materials furnished in the repair, replacement, development, or improvement of the Premises by CONCESSIONAIRE, and shall keep said Premises and CONCESSIONAIRE's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by CONCESSIONAIRE's act or omission.

#### SECTION 22 - HAZARDOUS SUBSTANCES

Except for fuel and oil products carried on board by rental cars kept on the Premises in accordance with laws, rules, or regulations and necessary for the operation of this concession, no goods, merchandise, or material shall be kept, stored, or sold in or on the Premises which are explosive or hazardous.

#### SECTION 23 - ENVIRONMENTAL PROVISIONS

23.1 CONCESSIONAIRE shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Premises in a manner which violates any Federal, State or Local Laws.

23.2 The ENGLAND AUTHORITY, by its officers, employees, agents, representative, contractor and furnisher of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same for emergency repairs to the utility systems, for environmental testing, and for any other purpose necessary for or incidental to or connected with the performance of the ENGLAND AUTHORITY's obligations hereunder, or in the exercise of its governmental functions or in the ENGLAND AUTHORITY's capacity as owner of AEX. The ENGLAND AUTHORITY shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless the CONCESSIONAIRE has consented to disclosure or has publicly released such information

23.3 CONCESSIONAIRE, at the request of the ENGLAND AUTHORITY, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the CONCESSIONAIRE has prepared pursuant to any Federal, State and Local Laws or Regulations or submitted to any governmental regulatory agency; provided, that such documents and materials related to environmental issues or Federal, State and Local Laws or Regulations and are pertinent to the ENGLAND AUTHORITY or the Leased Premises. If any Federal, State and Local Laws or Regulations require the CONCESSIONAIRE to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the CONCESSIONAIRE shall provide a copy of such report or notice to the ENGLAND AUTHORITY and, to the extent practicable, shall receive the approval of the ENGLAND AUTHORITY prior to submitting such notice or report to the appropriate governmental agency.

23.4 CONCESSIONAIRE shall undertake such steps to remedy and remove any Hazardous Materials and Special Wastes and any other environmental contamination as are caused by the CONCESSIONAIRE on or under the Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all Federal, State and Local Laws or Regulations. Such work shall be performed at the CONCESSIONAIRE's sole expense after the CONCESSIONAIRE submits to the ENGLAND AUTHORITY a written plan for completing such work and receives the prior written approval of the ENGLAND AUTHORITY. The ENGLAND AUTHORITY shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by the CONCESSIONAIRE. Specific clean-up levels for any environmental remediation work shall be designed to meet all of the applicable Federal, State and Local Laws or Regulations. In the event that the ENGLAND AUTHORITY is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Leased Premises caused by the action or inaction of the CONCESSIONAIRE, the CONCESSIONAIRE shall defend the ENGLAND AUTHORITY and indemnify and hold harmless the ENGLAND AUTHORITY from any costs, damages or fines resulting there from.

23.5 The ENGLAND AUTHORITY has an ongoing storm water management plan and the CONCESSIONAIRE shall participate in such inspections as are conducted and shall implement any remedial actions which are necessary.

SECTION 24 - WAIVERS

No waiver of default by ENGLAND AUTHORITY of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by CONCESSIONAIRE shall be construed as or operate as a waiver by ENGLAND AUTHORITY of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by CONCESSIONAIRE.

SECTION 25 - NOTICES

All notices provided for herein shall be in writing. Any notice permitted or required to be served upon CONCESSIONAIRE may be served upon it at:

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provided, however, that if CONCESSIONAIRE shall give notice in writing to ENGLAND AUTHORITY of any change in said address, then and in such event such notice shall be given to CONCESSIONAIRE at such substituted address. Any notice permitted or required to be served upon ENGLAND AUTHORITY may be served upon it at:

Executive Director  
Alexandria International Airport  
1611 Arnold Drive  
Alexandria, LA 71303-5636

provided, however, that if ENGLAND AUTHORITY shall give notice in writing to CONCESSIONAIRE of any change in said address, then and in such event such notice shall be given to ENGLAND AUTHORITY at such substituted address. Any notice served by mail shall be certified mail, return receipt requested.

SECTION 26 - WAIVER OF CLAIMS

CONCESSIONAIRE hereby waives any claim against AEX, the ENGLAND AUTHORITY, its commissioners or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Concession or part thereof, or by any judgment or award in any suit or proceeding declaring this Concession null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 27 - POLICE AND FIRE PROTECTION

The ENGLAND AUTHORITY shall provide, or cause to be provided, during the term of this Concession, all proper and appropriate public fire and police protection similar to that afforded to other tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. CONCESSIONAIRE shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by CONCESSIONAIRE, shall not in any way be construed to limit or reduce the authority of ENGLAND AUTHORITY hereunder.

#### SECTION 28 - CONCESSION SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Concession is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the ENGLAND AUTHORITY and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the ENGLAND AUTHORITY for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Alexandria International Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, ENGLAND AUTHORITY shall terminate this Concession.

#### SECTION 29 - RIGHTS AND PRIVILEGES OF THE ENGLAND AUTHORITY

(a) ENGLAND AUTHORITY shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which CONCESSIONAIRE agrees to observe and obey, with respect to the use of AEX, Airport Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, present rules and regulations of the FAA and future changes prescribed from time to time by the FAA.

(b) CONCESSIONAIRE is aware that its patrons may improperly park its rental cars on airport property and CONCESSIONAIRE acknowledges that the ENGLAND AUTHORITY has the right and obligation to issue citations and tow away such improperly parked vehicles so as to protect and preserve for the public the orderly flow of traffic at AEX.

(c) CONCESSIONAIRE shall be subject to and hereby agrees to cause to be paid by its patrons or to promptly pay on their behalf without protest, any and all such penalties imposed by such citations and, in addition, to promptly pay the charges of any tow services imposed by ENGLAND AUTHORITY with respect thereto. Any default by CONCESSIONAIRE in payment of said penalties and towing charges shall constitute a breach of this Concession. If any of CONCESSIONAIRE's vehicles are parked in the public parking lots on the Airport, the parking operator shall not release said vehicle until the appropriate parking charges therefore are paid. CONCESSIONAIRE shall expressly inform its patrons of the applicable parking regulations on the Airport and the penalties and towing charges for violations thereof for which the patrons and CONCESSIONAIRE are liable.

(d) The ENGLAND AUTHORITY's Executive Director or his designee is hereby designated as its official representative for the enforcement of all provisions in this Concession with full power to represent the ENGLAND AUTHORITY with dealings with CONCESSIONAIRE in connection with the rights herein granted.

(e) All actions relating to policy determination, modification of this Concession, subsequent permissive authorization under this Concession, termination of this Concession, and any similar matters affecting the terms of this Concession shall emanate from the ENGLAND AUTHORITY.

(f) ENGLAND AUTHORITY may enter upon the Premises, now or hereafter at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions.

(g) ENGLAND AUTHORITY reserves the right to further develop or improve the landing and public areas, including Terminal and ramp space, of AEX as it sees fit, regardless of the desires or views of CONCESSIONAIRE, and without interference or hindrance.

(h) During the time of war or National Emergency, ENGLAND AUTHORITY shall have the right to lease the landing area of AEX, or any part thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this Concession insofar as they are inconsistent with the provision to the Government, shall be suspended.

(i) ENGLAND AUTHORITY may from time to time increase the size or capacity of Terminal Building or make alterations thereof or close them or any portions, either temporarily or permanently, provided notice is given to CONCESSIONAIRE.

(j) This Concession at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport certification or Security Requirements, FAR Parts 139 and 1542 respectively, result in major expenditures to the ENGLAND AUTHORITY due to CONCESSIONAIRE's operations at AEX. If said renegotiation is mandated, written notice shall be given to CONCESSIONAIRE thirty (30) days prior to such renegotiations.

(k) The ENGLAND AUTHORITY reserves the right to add, subtract or redesignate parking blocks and relocate the Premises and related areas should that be necessary. The ENGLAND AUTHORITY will not be liable for the costs associated with the moving or reinstallation of CONCESSIONAIRE's equipment, fixtures or improvements.

#### SECTION 30 - COMPLIANCE WITH ENGLAND AUTHORITY'S DEVELOPMENT STANDARDS AND CONSTRUCTION REQUIREMENTS

With respect to any development and construction on the Premises, CONCESSIONAIRE shall at all times comply with development standards adopted by the ENGLAND AUTHORITY and the Airport Manager.

#### SECTION 31 - TERMS BINDING UPON SUCCESSORS

All the terms, conditions, and covenants of this Concession shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment herein before set forth.

#### SECTION 32 - CONCESSION MADE IN LOUISIANA

This Concession has been made in and shall be construed in accordance with the laws of the State of Louisiana. All duties, obligations, and liabilities of the ENGLAND AUTHORITY and CONCESSIONAIRE with respect to the Premises are expressly set forth herein and this Concession can be amended only in writing and agreed to by both parties.

#### SECTION 33 - ETHICS

All proposals and leases shall be subject to the codes, provisions and interpretations of the Louisiana Ethics Law, Louisiana Revised Statutes Title 42 Chapter 15.

SECTION 34 - HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Concession.

SECTION 35 - CONTRACT DOCUMENTS

The Request for Proposals published in connection herewith, the Instructions to Proposers for the Car Rental Concession Agreement, and the CONCESSIONAIRE's Proposal shall all form a part of the Concession between the parties hereto. In the event of a conflict between the terms and conditions of this CRCA and any of said documents, the terms and conditions of this CRCA shall take precedence.

SECTION 36 - FORCE MAJEURE

Neither party shall be considered in default of the performance of its obligations under this Agreement to the extent that the default arises out of and the performance is prevented or delayed by any force majeure, including but not limited to fires, accidents, acts of God or other causes beyond the control of either party.

IN WITNESS, WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

CONCESSIONAIRE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
CAR RENTAL COUNTER LOCATIONS

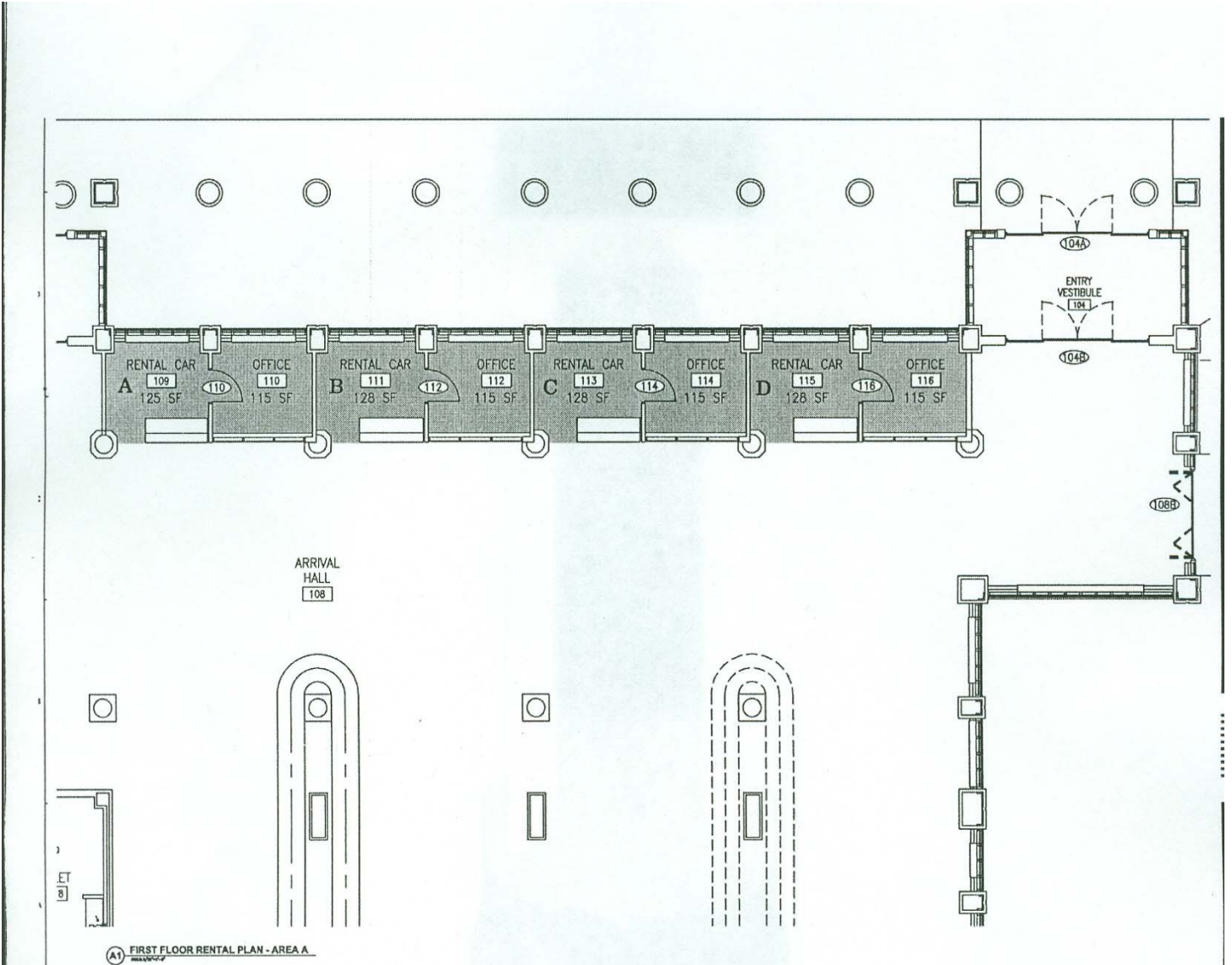


Exhibit B  
 READY AND RETURN PARKING BLOCKS





Exhibit C  
GROSS REVENUE REMITTANCE FORM

Alexandria International Airport  
Automobile Rental Sales

Month: \_\_\_\_\_

Concessionaire Name \_\_\_\_\_

Gross Automobile Rental Sales \_\_\_\_\_

Other \_\_\_\_\_

Total Gross Revenue \_\_\_\_\_

Percentage \_\_\_\_\_ **12%**

Total Percentage Fee \_\_\_\_\_

Minimum \_\_\_\_\_

Amount Due (Percentage Rent or  
Minimum, whichever is greater) \_\_\_\_\_

Number of transaction days for rented  
Automobiles \_\_\_\_\_

Customer Facility Charges (CFC) Rate \_\_\_\_\_

Total CFC Payment \_\_\_\_\_

Total Payment (Concession Fee & CFC) \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the above statement is true in accordance with our agreement.

\_\_\_\_\_  
Authorized Representative

Exhibit D

ENGLAND AUTHORITY'S SIGNAGE STANDARDS

PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of furnishing and installing permanent signing in accordance with the drawings, these specifications, and codes of the Jurisdictional Authorities including city of Alexandria, Alexandria International Airport, State of Louisiana, and Federal Authorities.
- B. The scope of the work of this section is determined by the Message List and consists of the sign types, quantities, messages and dimensions therein listed. Provide all necessary materials, equipment, labor, and accessories to form the completed sign in an operational condition.

1.02 RELATED DOCUMENTS

- A. Drawings, General and Special Conditions, Division 1 - general requirements and other applicable technical specifications apply to the work of this Section.

1.03 REFERENCES

- A. Reference Codes, Regulations and Standards: Design, installation, testing and maintenance of signs shall comply with the following latest statutory Codes, Rules and Regulations:
- B. American Institute of Steel Construction (AISC):
  - 1. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings (Specifications).
- C. American Society for Testing and Materials (ASTM):
  - 1. A 500 Cold-Formed Welded and Seamless Carbon Steel Structural Tubing.
  - 2. B 221 or B 308 Extruded Aluminum Shapes and Tubes.
  - 3. B 209 Aluminum Plate and Sheet.
  - 4. B 136-84 Aluminum Anodizing.
- D. American Welding Society (AWS)
  - 1. D1.1 Structural Welding Code.
- E. Aluminum Association (AA):
- F. (AAMA) American Architectural Manufacturers Association.
- G. American National Standards Institute (ANSI):
- H. Americans with Disabilities Act:
- I. Federal Specification (FS):
- J. (NEC) National Electrical Code:

1.04 SYSTEM REQUIREMENTS

- A. System Description: Refer to the Sign Types List for sign types included in the scope of work.
- B. General Requirements
  - 1. Structural Elements: Signs shall be securely fastened with provisions for repair, replacement and routine maintenance without destruction or dismantling the sign and/or surrounding structure(s).
  - 2. Connections, anchorages, and metal support systems shown on the signage drawings are suggestive only, and are intended to be used as a guideline to clarify intent of the specification, functional and design requirements and coordination requirements. Provide additional anchorage, support framing and bracing as necessary to meet loading requirements and building conditions. No additional connections shall be visible in finished construction.
  - 3. Comply with requirements of Federal Specification, ASTM Designation or ANSI Specification for design, spacing, and quantity of anchorages.
  - 4. Sign structures, finishes and mounting systems must withstand various cleaning techniques and cleaning solutions. Provide recommended list of cleaning solutions and techniques.
  - 5. All materials shall be corrosive resistant.
  - 6. Structural Calculations - Employ the services of a structural engineer registered in the State of Louisiana to prepare structural calculations necessary to design the support systems and anchorage for all sign types. This shall consist of structural member sizing, anchorage withdrawal calculations, bending calculations, fastener design and other related structural analysis required to ensure all signs are securely anchored, safe for use and that they meet all applicable codes.
- C. Interface With Adjacent Systems: The Sign Contractor is responsible for visiting the site with the Owner (Alexandria International Airport), prior to any installation activities to verify the availability of the site, the existence of support structures or appurtenances and the location of the particular installation.

#### 1.06 QUALITY ASSURANCE

- A. Qualifications of Sign Contractor shall meet the following standards:
  - 1. Be regularly engaged in the business of manufacturing and installing the type of sign construction described in the Contract Documents.
  - 2. Minimum of 10 years documented, successful experience in the manufacture, installation and maintenance of similar sign types.
  - 3. Manufacture major sign components and furnish remaining components manufactured by reputable and reliable suppliers.
  - 4. Furnish qualified, competent and experienced supervisory personnel.
  - 5. Maintain a service facility, which is capable of satisfactorily furnishing parts and labor for maintenance and repair service.
- B. Qualifications of Workmen:
  - 1. Layouts of messages and subsequent compositions shall be accomplished by technicians skilled in lettering and letter spacing, according to the letter interspacing specified.
  - 2. A minimum of one (1) field quality control person trained and experienced in the installation of the signs shall be present at all times in the construction area to direct installation at all locations.

## 1.07 SUBMITTALS

- A. Submit all data pertinent to design and installation in sufficient advance time such that review and acceptance of submittals may be accomplished in ample time to complete the project on schedule. Submittals will be reviewed and responded to by A/E within 10 days. All submittals shall be identified with regard to specific contract requirements and referenced to corresponding specification section and article. Such submittals shall include, but are not limited to, the following:
- B. Manufacturer's Literature:
1. Identification, location and cross-reference for hardware components of manufacturer.
  2. Manufacturer's unit assembly number or component part number as it appears in submitted literature.
  3. Modify manufacturer's standard drawings to delete information, which is not applicable to the Contract. Supplement standard information with additional information applicable to this Contract.
  4. Modify Manufacturer's standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information, which is not applicable to the Contract. Indicate dimensions, clearances and performance characteristics.
  5. Modify manufacturer's printed installation, erection, application, and placing instruction to delete information, which is not applicable to the Contract.
- C. Samples:
1. Review of samples will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
  2. Submit samples for approval of the following materials and assemblies prior to proceed with work.
  3. Paint showing color and texture (minimum 8" x 10" plate).
  4. Acrylic plaque material (minimum 8" x 10" sample, all colors).
  5. Sample or substantial portion of each sign type, featuring complete extrusion and final finishes, showing construction methods and connections for all indicated sign types. One finished sample or portion of each as follows:  
*Illuminated Ceiling Mounted Directional Sign*  
Provide 12'-0" pigtail cord from sign enclosure for internally illuminated samples. The sign sample, when approved, will be used as a standard for other fabrication of that type and returned to Contractor for incorporation into the completed work.
  6. Typography: Contractor shall submit sample messages of the word "Baggage Claim" in specified font, spaced at "Tight", "Normal" and "Wide" spacing, for approval of letter interspacing and quality of typesetting. Type face as shown on drawings is based on Caslon upper and lower case, unless otherwise noted.
  7. Sign Face Patterns: Submit full-size sign face drawings drawn to accurately show the relationship of all typography and symbols to each other and to the sign border and a description of method of executing work. Electronic files for sign layouts are available from the Owner to be used as a guideline only for Contractors layout patterns. Patterns shall be approved by Owner before proceeding with work.

Contractor shall allow for a reasonable amount of revision and re-arrangement of the copy at this stage in the Contract Scope.

8. Sign Face Layouts show typical sign messages. See Sign Schedule for specific message at each sign location. Provide separate shop drawing for each message.

D. Shop Drawings:

1. Ensure that shop drawings are consistent with and conform to contract drawings.
2. Include information and dimensions necessary for manufacture and installation but not covered in or at variance with information in manufacturer's literature. Include the following:
  - a. Contract title and number.
  - b. Respective Contract Drawing numbers, date and revision number.
  - c. Relation to adjacent structure or materials.
  - d. Field dimensions, clearly identified as such.
  - e. Applicable standards, such as ASTM or Federal Specification number.
  - f. Identification of known deviations from the Contract Drawings and Specifications.
  - g. Contractor's stamp, initialed or signed, certifying compliance with the Contract Requirements.
  - h. Verification of field measurements.
  - i. Compatibility of the work shown thereon with that of affected trades.
  - j. Respective master sign numbers.

- E. Test Reports: Provide manufacturer's report on durability, resistance to wear and corrosion and performance characteristics under variable lighting and environmental conditions upon request from Owner.

- F. Maintenance Data: Submit one (1) review set and three (3) final copies of bound volumes providing data on, and operation of maintenance procedures for all finishes, material and equipment for signs installed on the project. Manual shall be made available before completion of the installation. Include the following:

1. Index
2. Name, address and telephone numbers of contractor, suppliers and installers.
3. Name, address, and telephone numbers of manufacturers' nearest service representative.
4. Name, address and telephone number of nearest parts vendor.
5. Copy of guarantees and warranties issued to, and executed in the name Alexandria International Airport.
6. Anticipated date the Owner assumes responsibility for maintenance.
7. One (1) copy of approved shop drawings and update sign schedule reduced to 8-1/2 inches by 11 included with changes made during construction and installation.
8. Inspection and adjustment procedures.
9. List of manufacturer's recommended spare parts, price and quantities for two (2) years of operation.
10. List of special tools and equipment required for the maintenance, adjustment, and repair of the equipment.
11. Scale and corrosion control procedures.
12. Ordering information for changes to sign text.
13. Information concerning all facets of maintenance and repair procedures for all sign types within the scope of this contract.

14. Recommend cleaning procedures and products for each sign material and finish.

G. Structural Calculation: Provide structural design calculations by a structural engineer registered in the State of Louisiana referenced to shop drawings, demonstrating compliance with structural requirements specified.

#### 1.08 DELIVERY, STORAGE AND HANDLING

A. Delivery:

1. Contractor shall deliver all materials designated under this Contract in the quantities and on the dates indicated, according to the Owner approved schedule as submitted by the Contractor. Shipping and unloading of equipment at the site shall be paid by the Contractor.

B. Shipment:

1. All signage assemblies and components shall be shipped in sections capable of being readily assembled and connected at destination. Split sections and interconnections shall be clearly shown on the drawings submitted for approval.

2. Each item shall be carefully protected for shipment in a manner to preclude the possibility of damage including the finish on the exterior. The finished signs shall be free from defects such as ragged edges, cracks, scales or blisters, and the legend shall be clean-cut. Signs shall be packed in accordance with commercially acceptable standards with recommended slip sheet paper on the sign face and padding against the sign face for mounted signs. Signs shall not be permitted to become wet in shipment. All other hardware or easily damaged items shall be packaged, packed and shipped in accordance with the best commercial practices.

C. Storage:

1. If the Contractor ships to a warehouse prior to site delivery, then the equipment shall be packaged for long-term storage.

2. During storage in the Contractor's facilities or at selected Contractor warehouses, the Contractor shall be responsible for the security and preservation of the signs in accordance with the best industrial storage practices until required at the work site. Store signs in areas protected from the weather and all other hazards. Do not store sign in contact with the ground. Prevent condensation on signs while in storage. Contractor shall assume complete responsibility for sign insurance coverage protection while in storage for any reason, and for safe handling and transportation to storage and to the site.

#### 1.09 SIGNAGE INSPECTION

A. All signs shall be inspected and approved by the Contractor at the sign fabricator's plant. Upon completion of all signs and Contractor's inspection and approval, the Contractor shall affix a "FABRICATION APPROVED" label to the sign. Signs without "FABRICATION APPROVED" label, with approval by the Contractor, shall not be permitted on the project site. Contractor shall provide "FABRICATION APPROVED" labels.

- B. Review and approval of the samples and shop drawing submittals by the A/E (per sub-paragraph 1.07) is intended to be a means of facilitating the work, quality assurance and avoiding errors so far as possible. It is expressly understood that sample and shop drawing review and approval by the A/E does not relieve the Contractor from responsibility for material or fabrication defects or errors and the necessity for replacement or correction of rejected materials and workmanship.
- C. The "FABRICATION APPROVED" label shall in no way relieve the Contractor from responsibility for damage during installation or satisfactory operation of the signs after installation.
- D. Structural Calculations: Where materials or fabrication are indicated to comply with certain performance standards, include structural computations, materials properties and other information needed for structural analysis during the A/E sample and shop drawing submittal review process.

#### 1.10 SITE CONDITIONS

##### A. Structural Dimensions:

1. The Contractor shall note that the dimensions given on the Contract Drawings are approximate and the Contractor shall be responsible for field verification of dimension prior to fabrication and installation of the signs.
2. The Contractor shall follow the contract drawings in setting out his work and check drawings of other trades to verify dimensions of spaces and equipment of others in those areas where signage will be installed. Where space conditions are found to be inadequate, Owner shall be notified before proceeding with the installation.

##### B. Project Area:

1. Location of Signs: The approximate location of signs is indicated on the contract drawings of this project and shall be verified by Owner with the Contractor at the project prior to installation of the mounting plates or brackets. Reasonable change in location from that shown shall be considered part of Contract.
2. Notification: Notify Owner, in writing, 3 work days prior to installation of plates or brackets or other anchoring devices in a given area.

#### 1.11 WARRANTY

- A. The Contractor shall warranty all signs against defects in paint, structural integrity, operations, general appearance and electrical parts, except lamps, for a period of five years. Lamps shall be warranted for a minimum of one year. Originals of all warranty documents from material or subsystem equipment suppliers shall be forwarded by the Contractor to Owner for review before final acceptance.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. All materials shall be new and free from defects upon completion of the Contractor's work and, unless other standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All material shall be the products of manufacturers or suppliers of established good reputations regularly engaged in the furnishing of such materials. Components and subsystems shall be manufactured items, which have been in successful regular operation under comparable conditions. All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Contract Documents. No parts, components, fixtures, accessories or appurtenances shall contain or be constructed with materials containing PCB's or related chemical compositions.
- B. Screen Printing Paints: Provide exterior grade screen printing enamel paints suitable for subsurface printing on acrylic sheet and glass.
- C. Acrylic Sheet:
1. Provide in the thickness specified and of a quality equal to the following approved manufacturers, unless noted otherwise:  
Attohaus  
Acrylite  
(or equal)
  2. Clear: Provide colorless cast acrylic with standard gloss finish equal to Attohaus GM or Acrylite GP.
  3. Non-glare: Provide Shinkolite non-glare cast acrylic manufactured by Mitsubishi.
  4. White Translucent Sheet: Where sheet material is indicated as "white", provide white translucent sheet of density required to produce uniform brightness and minimum halation effects.
- D. Custom Aluminum Extrusions and Structural Shapes: Contractor to fabricate extrusion in accordance sizes and configurations shown on drawings. Extrusions shall meet the following standards:
1. Alloy and Temper: Provide alloy and temper designation 6063-T5, or as recommended by fabricator appropriate for color.
  2. Extruded Shapes and Tubes: ASTM B-221 or B-308 (6061-T6)
  3. Plate and Sheet: ASTM B-209
  4. Edges: Ease all exposed extrusion edges to 1/32" radius.
  5. Anodizing: Aluminum members shall be anodized to a minimum depth of 4/10,000-inch with a clear finish, conforming to sulfuric anodizing AA-C22A31 specifications and ASTM B-136-84. Provide with clear anodized finish color.
- E. Steel: To be provided in the form indicated complying with the following:
1. Carbon grade steel for all-purpose bolted or welded construction shall conform to ASTM A-36.
  2. Structural tubing shall conform to ASTM A-500-78 Grade B.
  3. Bolts and nuts other than high strength shall conform to ASTM A-307, Grade A.
  4. Welding electrodes and rods shall conform to AWS Code D1.1.
  5. High tensile strength bolts shall conform to ASTM A-325, Type 1 or 2.
- F. Stainless Steel: To be provided in the sizes and configuration shown on drawings and meeting the following standards.



1. Stainless steel: AISI type 302 and 304
    - a. Plate and sheet: ASTM A167
    - b. Bar stock: ASTM A276
    - c. Tubing: ASTM A269
  2. Provide stainless steel plate in No.4 brushed finish, unless otherwise noted.
- G. Fastening:
1. Fasteners and Screws: Provide aluminum or stainless steel bolts, nuts, screws and lock-washers. Screws shall be recessed and tamper resistant where required. Samples shall be submitted for acceptance prior to final fabrication of sign components.
  2. Anchors and Inserts: Use corrosion resistance anchors and inserts as required.
  3. Brackets: Fabricate brackets and fittings for bracket mounted signs from extruded aluminum to suit sign panel construction and mounting conditions indicated. Factory painted brackets in a color matching the background color of the sign panel.
  4. Separation: Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified under paragraph "dissimilar Materials" in the Appendix to AAMA 101.
- H. Glue and Tape: Acrylic sheet may be glued or taped with commercial grade material compatible with acrylic sheet products and silk screen inks.
- I. Acrylic and Aluminum Composite Sign Panels: Construction shall be of a combination of clear cast acrylic sheet bonded to an aluminum perimeter frame of such dimension and thickness as to provide rigid panel support and connection to the sign cabinet. Provide in the sizes and configurations specified with integral returns and opaque color backgrounds. Message and graphics to be white translucent with ATA (Air Transport Association ) symbols unless otherwise specified.
- J. Plywood: Exterior grade in thickness= shown.
- K. MDF: Medium density fiberboard in thickness= shown.
- L. Plastic Laminate: (TBD )
- M. Etching Filler Paint: Provide black exterior grade paint, fast drying and suitable for permanent application to aluminum.
- N. Grout: Non-shrink epoxy grout, 4,000 psi minimum.
- O. Sealant: One part elastomeric sealant, ASTM C-920, non-sag, manufacturer's standard dark grey. Provide primer as recommended by manufacturer of sealant.
- P. Continuous Hinges: Medium gauge aluminum alloy, as manufactured by Stanley. Size according to manufactures recommendations.
- Q. Latching: Provide Hidden Panel-latching System, near-edge latching style - push-button operated.

## 2.02 TYPOGRAPHY AND SYMBOLS

- A. Typography shall be provided in the following type styles and as shown on Sign Layout Elevations and Layouts in the drawings. Contractor shall use typography as manufactured by Gerber Scientific Products, Inc., Anagraph or equal.
- B. Type face shall be Caslon unless otherwise noted, upper and lower case.
- C. Symbols shall be provided utilizing the Air Transport Association (ATA) system of symbols.
- D. Arrows shall conform in size, stroke and positioning to those shown on the drawings.

## 2.03 SIGN CABINET

- A. General: Drawings indicate material, thickness, finishes, color, designs, shapes, sizes and details of construction.
- B. Requirements: Materials and fabrication shall meet the following requirements:
  - 1. Sign sizes as shown on sign schedule.
  - 2. Sign face shall be aluminum construction with flush-mounted translucent messages and push-thru symbols on opaque background color. Sign message and graphics to be translucent acrylic or films as shown in drawings. Exterior of aluminum cabinet and supporting structure to be painted.
- C. Illumination: Non-translucent sign face area surrounding message text (background) shall be completely opaque and free of pinholes in order to block any transmission of light from within.
  - 1. Paints, inks, resins and other materials used shall be compatible and guaranteed not to cause discoloration, deterioration or delamination of any materials used in fabrication.
  - 2. Cleanability: Signs shall be cleanable with methyl ethyl ketone (MEK), soap detergents and other similar non-abrasive cleaners without damage to the sign surface. Contractor shall provide complete cleaning instructions.
- D. Fabrication:
  - 1. Fabrication of all metal parts shall be accomplished in a uniform workmanlike manner. All joints and seams in the exposed surfaces shall be precise and tight fitting with no light leaks. Any exposed edges shall be painted to match the color and texture of the exposed face.
  - 2. Fabricate and finish assemblies as much as possible in the shop. Neatly cut components and weld continuously in accordance with ASTM and AWS recommendations. Grind exposed welds flush, smooth and regular to blend with adjacent surfaces. Cut, drill and tap as required for field assembly and installation.
  - 3. Coordinate with building structural system, mechanical and electrical appurtenances and equipment for exact location and fabrication of support system.
  - 4. Additional Special Framing: Provide additional steel sign support framework, plates or brackets as required for special conditions encountered on-site, to ensure structural integrity of signs, to satisfy performance requirements.
- E. Expansion/Contraction: Provide for expansion and contraction of the sign face, without bowing, warping, or exposure of light leaks, to a range of ambient temperatures from 95°F to 45°F, taking into account the added temperature of the ballast and lamps.

- F. Heat Dissipation: Provide means to adequately and safely dissipate heat from the ballast and lamps, ensuring that light leaks and moisture and dust penetration do not result, and that ballast life is unaffected.
- G. Joints: Vertical and horizontal joints in the sign faces shall be true, tight, and unnoticeable with respect to shows, dark strips, light strips, gaps, light leaks, or mismatched transparency of adjacent panels. Location and frequency of joints shall be only as shown on the drawings. Provisions shall be made to ensure that joints will remain true and tight under conditions of expansion and contraction of the faces, and under conditions of reinstallation of lamps and ballasts by maintenance crews.
- H. Removability: Sign faces shall be removable and replaceable, without damage to the faces or the sign cabinet assembly.
- I. Manufacturer's Identification, Date, Sign Number: Illuminated signs, shall have a label showing the manufacturer's name, date of manufacture and numbers of the sign as shown on the plan (sign number and elevation number) all in 1/4-inch letters. Label shall be clear material, with black letters and be inconspicuously placed on the sign. Maximum label size shall be 1-inch by 3-inch.
- J. Interior Paint: Interior surfaces and parts (except translucent faces, but including the inside of opaque portions of sign faces) shall be painted two (2) coats reflective white with a non-combustible paint compatible with the receiving surface.
- K. Pendants: Aluminum pipe, attachment plates, and escutcheon plates to be sized as shown on drawings and painted to match cabinet.
- L. Mounting: Signs are either pendant hung, flush ceiling mounted, wall-mounted, projecting, or fascia mounted, as shown on the elevation drawings. Field verify sign locations for obstruction of light fixtures, air ducts, fire alarm speakers and other items that may obstruct the mounting of the signs.
- M. Fastenings: Unless otherwise indicated, use concealed fasteners fabricated of materials that are non-corrosive to either sign material or mounting surface.
- N. Accessibility: Provide for easy access by the District's maintenance crews to interior of the sign cabinet for installation of lamps and ballast. Provide for easy removal and easy, accurate installation of the sign face by maintenance crews. Provide a means of holding the sign face open for maintenance work.

#### 2.04 TACTILE & NON-TACTILE PLAQUE SIGNS

- A. Requirements: Materials and fabrication shall meet the following requirements:
  1. Sign sizes as shown on Sign Schedule, construction details as shown on Elevation Layout drawings
  2. Paints, inks, resins and other materials used shall be compatible and guaranteed not to cause discoloration, deterioration or delamination of any materials used in fabrication.
- B. Cleanability: Signs shall be cleanable with methyl ethyl ketone (MEK), soap detergents and other similar non-abrasive cleaners without damage to the sign surface. Contractor shall provide complete cleaning instructions.
- C. Mounting: Signs are installed as shown on the elevation drawings. Field verify sign locations for obstruction of light fixtures, air ducts, fire alarm speakers and other items that may obstruct the mounting of the signs.
- D. Fastenings: Unless otherwise indicated, use concealed fasteners fabricated of materials that are non-corrosive to either sign material or mounting surface.

- E. Configurations: Sizes and methods of installation shall be as shown on the drawings and sign schedule.
- F. Non-Tactile Signs: Faces shall consist of a 3/8" thick sign panel. Graphics shall be screen printed on opaque background using enamel inks. Text color shall be beige or as specified. See drawings for detail.
- G. Silk-screen: Use first surface silk-screen process to print non-tactile copy; with an opaque background color coating. Background color shall have a matte finish.
- H. Vinyl: As an option to silk-screening, the non-tactile sign subsurface graphics may be accomplished with vinyl adhesive letters for overhead signs or locations out of public access.
- I. Tactile Signs: Faces shall consist of minimum 5/8" text in all caps. Text shall be raised a minimum of 1/32" above the surface of the sign panel. Grade 2 Braille shall be provided in a minimum text height of 3/8". Top surface shall be minimum .187@ thick photopolymer with raised text and Braille etched in relief on the front surface of the sign panel. Typical panel background, finish shall be matte. Text color shall be beige or as specified. See drawings for details.
- J. Tactile & Non-Tactile Finish: Non-glare, between 25 degrees to 35 degrees of gloss in its natural condition. Non-tactile sign backgrounds are to be subsurface painted. Tactile sign backgrounds are to be surface painted. Edges are to be straight, polished, free from saw marks and other imperfections. The corners of the sign are to be square. Top and bottom layered edges shall be flush.
- K. Tactile & Non-Tactile Graphics: Non-tactile text is applied to the first surface of the sign face using enamel screen print inks. Messages shall be phototypeset and silk-screened in beige, or applied with matching beige vinyl adhesive letters. Tactile text is to be relief etched into the front surface of sign panels. Apply text color to panel before applying lettering mask to create etched text. After etching panel leave lettering mask in place as painting mask for application of background color. Remove mask after background paint has dried sufficiently. Braille text shall be background color.
- L. Tactile & Non-Tactile Typography: tactile and non-tactile sign lettering and graphics shall be provided in the sizes and letter styles as shown on the drawings and sign schedule. All lettering shall be executed in such a manner that all edges and corners of the letter forms are correctly spaced, true, clean, photographically precise and must accurately reproduce the letter form.
- M. Glass mounted signs to have 1/16" acrylic back-up panel attached with foam tape to opposite side of glass. Second surface to be painted to match sign background.

## 2.05 SIGN COMPONENT PAINTING

- A. General: Painting of all steel and aluminum, and painting of sign faces, where approved, shall be with Urethane Enamel, "Polane T" by Sherwin Williams, "Grip-Gard" by Akzo, or equal, unless noted otherwise.
- B. The painting of sign components shall be performed only by craftsmen skilled in painting and experienced in producing quality work. Lines shall be sharply cut.
- C. Shop conditions of the sign manufacturer shall be clean, free of dust, with temperatures conforming to manufacturer's recommendations.
- D. Application of shop painting shall be by spraying except where inaccessible surfaces require brushing. Adjoining or adjacent surface shall be protected against any discoloration.

- E. Touch-up and finish any damaged surfaces of signs to match adjoining surfaces after erection.
- F. Areas of painting and touch-up in the field shall be properly labeled to protect the public from contact with wet paint.
- G. Colors shall be as shown on drawings. After one manufacturer's product of a certain color and purpose has begun application, it shall be used throughout the job. No paint of different brands may be mixed together or blended onto surfaces.
- H. Conform to the manufacturer's recommended preparation for all surfaces.

#### 2.06 SILK-SCREEN

- A. Silk-screening of signs shall be by applicators skilled and experienced in producing quality sign work, as required by Section 1.06 QUALITY ASSURANCE.
- B. Silk-screen paint where required shall be enamel.
- C. Standards: All screened images must exhibit clearly defined edges, no obtrusive screen patterning, fully built-up ink or paint over the entire surface of the image and no drips, runs, bleed-thru or discoloration of any kind.
- D. Shop Fabrication: To the greatest extent possible all screened graphics work shall be done under shop conditions to minimize impairment of the work by dust, water, adverse temperatures or damage.
- E. All sign text shall be white, unless otherwise indicated.
- F. Delivery of Materials: All surfaces bearing a graphic image which are part of the project must be covered with a protective cover of plastic or paper during shipment to job site and delivery. An uninstalled image surface must be protected similarly before delivery to the Owner.
- G. Films: All film negatives or positives used for production of the final screens shall be neatly packaged and delivered to the Owner at the end of the project to facilitate future sign revisions or replacement.

#### 2.07 VINYL ADHESIVE LETTERS

- A. Vinyl adhesive letters shall be manufactured from pressure-sensitive vinyl and cut with a smooth beveled edge, of between 15 to 45 degrees on the perimeter (including inner edges) of the letter form.
- B. Vinyl text unless otherwise indicated shall be white.

#### 2.08 DIMENSIONAL LETTERS

- A. The following sign types require dimensional letters:
- B. Requirements: Provide 3/16" thick water jet cut aluminum metal letters to comply with aluminum manufacturing process, finish, style, size and message content. Finish to be clear anodized and painted.
- C. Mounting: Letters shall be mounted using standard fastening methods recommended by the manufacturer for the letter form, type of mounting and wall construction. Provide heavy paper template to establish letter spacing and to locate holes for fasteners.

#### 2.09 ELECTRICAL WORK

- A. Electrical work shall include provision of electrical raceways and wiring within the sign and points of attachment for electrical components (i.e., electronic ballast, lamp fixtures, disconnect switch, etc.).

- B. General: Materials and equipment shall be new and UL approved for purpose used. All work shall be installed in accordance with requirements of:
1. Signs of up to 150 volts require a disconnect switch at the breaker feeder with a SW breaker.
  2. Signs more than 150 volts require a disconnect switch on the outside and top of the sign or within easy access on the interior of the sign. Outside switches to be as small as possible and match sign color in color.
  3. The Contractor shall furnish and install all electric lamps for fixtures. Lamps broken or burned out during the course of construction shall be replaced without additional cost to the District.
  4. Upon completion of installation of interior lighting fixtures and after building circuitry has been energized; apply electrical energy to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units and proceed with retesting.
- C. Sign Electrical Materials:
1. Ballasts - All ballasts shall be energy efficient electronic type; Advance, Triad-Utrad or equal. Ballasts shall operate with a low noise level in the location where installed. Ballasts shall be provided with ballast protection per Article 410-73 of the NEC. All fixtures located in areas subject to outside temperatures shall have low temperature electronic ballasts.
  2. Lamps - Fluorescent lamps shall be 265 MA G.E. T8 Octron or approved equal from Sylvania or Westinghouse. Color temperature of fluorescent lamps shall be 4100 K. Lamps to be evenly distributed full height and width of sign.
- D. The Contractor shall furnish and install conduits and wiring from Sign Cabinets to the appropriate J-boxes. Verify J-box location prior to connection.

### PART 3 - EXECUTION

#### 3.01 INSPECTION

- A. Dimensions/Tolerance: Contractor required to verify the construction site details prior to scheduling work in the field. Contractor shall verify with the Owner at the work site the existence of support structures and location of signs.
- B. Flatness/Plumb: Verify surface conditions for flatness, curvature and plumb.

#### 3.02 PREPARATION

- A. Field Measurements: Examine the substrates and conditions under which the signs are to be installed and verify that all such work is complete for proper installation of the signs.
- B. Protection: Structure, equipment, fixtures and surfaces adjacent to or nearby the work area shall be protected in such a manner that damage or discoloration is prevented. Coordination with the general contractor is mandatory.

#### 3.03 INSTALLATION / APPLICATION / ERECTION

- A. Install sign units and components at the locations shown or scheduled, securely mounted. Verify clearances and anchorage methods and final location of each sign with Owner before installation.  
Some reasonable adjustment of location shall be assumed as part of the basic work.
- B. Non-illuminated signs shall be mounted using concealed fasteners, unless otherwise shown on the drawings.
- C. Install level, plumb, and at the proper height. Caulk as shown and required. Cooperate with other trades for installation of sign units to finish surface. Repair or replace damaged units as directed by the Owner.

#### 3.04 FIELD QUALITY CONTROL

- A. The Contractor shall provide a field quality control individual who:
  - 1. Has absolutely no responsibility for actually performing the work.
  - 2. Has unquestionable authority to direct the installation forces in the performance of the work in order to provide a quality installation.
  - 3. Has responsibility to ensure consistent quality of installation and adherence to specifications throughout the job.
  - 4. Has the responsibility to coordinate all test and inspections required, including manufacturer's field service groups, and complete all documentation of the tests and inspections.

#### 3.05 ADJUSTING AND CLEANING

##### Cleaning:

- 1. Contractor shall be responsible for removing its work-related rubbish and trash on a daily basis.
- 2. On completion of sign installation, examine painted surfaces and carefully touch-up and repair marred or damaged spots, rework surfaces that have been repaired by other trades, clean off misplaced paint and leave the entire work in first-class conditions, acceptable to Owner. Areas of painting and touch-up shall be properly labeled to protect the public from contact with wet paint.
- 3. Damage or discoloration caused by Contractor to the building or related equipment shall be restored to condition acceptable to Owner.
- 4. Signs under this contract shall be cleaned after installation to the satisfaction of Owner. The Contractor shall not use cleaning solvents that would be harmful to the sign finish.

##### B. Adjustments:

Final leveling and other minor movements shall be accomplished prior to turnover and acceptance by the Owner.

##### C. Protection:

The Contractor shall protect installed work prior to acceptance by the Owner.