

**ON-AIRPORT CAR RENTAL SPECIFICATIONS AND
CONCESSION AGREEMENT FOR THE
ABILENE REGIONAL AIRPORT**



CITY OF ABILENE, TEXAS

July, 2000

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ABILENE REGIONAL AIRPORT
INVITATION TO BID AND CONTRACT DOCUMENTS
FOR AN ON-AIRPORT CAR RENTAL CONCESSION

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PART II – BID REQUIREMENTS

CITY OF ABILENE
ABILENE REGIONAL AIRPORT
INVITATION TO BID

The City of Abilene will receive sealed, written bids in the Purchasing Administrator's Office, 555 Walnut Avenue, P.O. Box 60, Abilene, Texas 79604, until 11:00 a.m. on Tuesday, August 8, 2000, for **FOUR ON-AIRPORT CAR RENTAL CONCESSION AGREEMENTS AT THE ABILENE REGIONAL AIRPORT.**

The City of Abilene ("City") is seeking competitive bids for the operation and management of a maximum of four on-airport car rental concessions on the first floor of the passenger terminal building at the Abilene Regional Airport. The terminal building is currently undergoing a comprehensive renovation with an expected completion date of November, 2000.

The Concession Agreements will be awarded for a term of five years. The term of the agreement is estimated to begin on or before September 1, 2000.

Due to time constraints with the renovation for the area of the rental car counters, a pre-bid conference has been tentatively scheduled for Friday, July 28, 2000 at 10:00 a.m. in the Abilene Aero Conference Room. Contact Keith Kaspari, Airport Operations Manager at 915-676-6061 or 915-668-4763 for directions and assistance.

The City will not accept bids received after bid closing time. The bids will be publicly opened and read aloud in the Council Chambers at City Hall immediately after

the closing deadline. All bids shall be enclosed and sealed in opaque envelopes and addressed to:

Office of the Purchasing Administrator

Attn: Mr. Pascual Mirelez

City Hall – Room 222

555 Walnut Avenue

Abilene, Texas 79604

and clearly marked:

**BID FOR AN ON-AIRPORT CAR RENTAL CONCESSION
AT THE ABILENE REGIONAL AIRPORT**

Each bid must conform to the requirements contained in the “Instructions to Bidders” and must include a complete set of all required documents and forms.

All questions and comments concerning these opportunities and the Invitation to Bid document should be directed in writing to Mr. Pascual Mirelez, Purchasing Administrator P.O. Box 60, Abilene, Texas 79604; phone number 915-676-6225, or by facsimile at 915-676-6285.

Any questions arising during the advertising period as to the meaning or intent will be answered by an addendum that will be sent via USPS. All requests for clarifications to specifications and plans shall be received at least 10 calendar days prior to the date for receipt of bids.

A cashier's check, certified check, or acceptable Bid Bond, payable to the City of Abilene, Texas, in an amount not less than 10 percent of the bid submitted, must accompany each bid to guarantee that, if awarded the contract, the Bidder will, within 15 days after receiving Notice of Award, enter into a contract, provide an acceptable Certificate of Insurance, and execute bonds on the forms provided in the Contract Documents.

The receipt of each addendum shall be acknowledged by the Bidder in the space provided and each addendum shall be enclosed with the Bid when it is submitted. All addenda shall become a part of the contract documents.

Performance Bond information is found in the Instructions to Bidders. All bids must comply with specifications. All bids must remain open for 90 days after bid opening.

The City will award the contract to the four highest responsible bidders. The City reserves the right to reject any or all bids.

The action to award each Agreement is subject to the approval by the Abilene City Council. The submission of a bid by any Bidder does not in any way commit the City of Abilene to enter into an agreement with that Bidder, or any other Bidder.

(Signature)

PASCUAL MIRELEZ

Purchasing Administrator
City of Abilene

Date: _____

SECTION I

BACKGROUND AND PURPOSE OF THE INVITATION TO BID

The City is currently renovating the existing passenger terminal building at the Abilene Regional Airport. The newly renovated passenger terminal building incorporates improvements for airline, rental car concessionaires, retail concessionaires, and airport administrative staff to conduct business operations.

It is the goal of the City to develop, provide and maintain concession facilities and services at the Airport that are of first-class quality, as well as enhance the image, quality and services at the terminal building.

While the operating term of the agreement, which will be awarded as a result of this Invitation to Bid, will not commence until the rental car counters and lower level entrance is completed, the City wishes to award the contracts as soon as practical to enable the selected concessionaires to work with the airport's administrative staff to insure the best utilization of space for the businesses as well as a smooth transition to the newly renovated facilities.

SECTION II

HISTORICAL INFORMATION

A. Airport Information

The Abilene Regional Airport is a primary commercial service airport owned and operated by the City of Abilene, Texas. The Abilene city government is directed by a seven-member City Council elected for 3-year terms, and a city manager. The mayor is the Council's presiding officer. An Airport Development Board, comprised of eight members appointed by the City Council, serves as an advisory board to monitor the development and operation of the City's airport.

The airport is currently served by two Scheduled Passenger Airlines/Air Cargo Airlines: American Eagle with eight flights per day to Dallas Ft.Worth International Airport, and Continental Express Airlines with three flights per day to the Houston Intercontinental Airport.

The Airport is located approximately five miles southeast of downtown Abilene, situated on approximately 1,700 acres of land and is located within the city limits of the City of Abilene, Taylor County, Texas. The airport's three runways range in length and width from 3,600 feet by 100 feet (Runway 4/22), to an average of 7,200 feet by 150 feet (Runway 17-L / 35-R and Runway 17-R / 35-L).

The newly renovated terminal will have approximately 25,000 square feet of enclosed space. The concourse will have multiple aircraft parking positions. The City, Abilene

Regional Airport and the Airport Development Board is awaiting word for final funding for an 8,600 square foot terminal expansion to the south. The expansion will provide two secure passenger boarding areas with two aircraft loading bridges, an elevator and stairway to accommodate access for ground level or mezzanine level boarding. Deplaning passengers will utilize an escalator to the lower level of the passenger terminal and access the rental car counters, baggage claim areas and conference rooms.

The landside portion of the expanded terminal building will consist of an expanded Departure (queing) Area for airline ticketing operations, as well as the Arrival Area (baggage claim). The Arrival Area consists of passenger baggage claim facilities, rental car agency service desks, hotel/motel/ground transportation courtesy phones (with ADA compatibility) and access to the lower level entrance for access to all methods of ground transportation.

The main lobby area will consist of passenger screening and waiting areas, as well as the airport's administrative offices, a restaurant, and a gift shop and news stand concession. Future developments call for a baggage service office and baggage claim device to be located on the lower level and a business center on the upper level of the terminal.

B. Airlines Providing Scheduled Service

The following scheduled airlines currently serving the Airport.

American Eagle Airlines

Continental Express Airlines

C. Statistical Information

Historical passenger enplanement activity for the years 1976 – 1999 are attached in Appendix I, Page 91, of this Invitation to Bid.

Historical rental car revenues for the years 1991 to May, 1999 are attached in Appendix II, Page 92, of this Invitation to Bid.

SECTION III
GENERAL INFORMATION

A. Minimum Qualification Criteria

Bidders are required to demonstrate that they possess the following minimum qualifications in order for bids to be accepted:

1. A minimum of three years of experience within the last five years in the operation of a car rental business with gross revenues of at least \$500,000 each year.
2. The demonstrated financial capability to perform the requirements of the contract.
3. The ability and commitment to provide an adequate fleet of rental cars to the Abilene Regional Airport.
4. The ability and commitment to provide a national reservation and credit card system.

B. Term of Agreements

The City will grant a five-year contract term to a maximum of four successful bidders. In addition, the contract will contain five one-year options that may be exercised by the City of Abilene at its sole discretion. Facilities will be allocated based on the highest minimum annual guaranteed bid. The successful bidder with the highest minimum annual guarantee bid will be permitted first choice of counter location and ready/return lot spaces area as depicted on Pages 32A and 32B. The second highest successful bidder will receive second choice, etc. It should be noted that counter space and ready lot areas are not paired at this time due to a future parking lot renovation and expansion project. Choices in

ready/return, however, will follow the same order of concessionaire choice. The number of spaces may be reallocated annually based upon the percentage of the payments to the Airport by an individual company as compared to the total paid by all car rental businesses located on-airport (excluding any payments for optional service center locations).

C. Locations/Development Requirements

It is the desire of the City to create a first-class concession program at the Airport. The selected Concessionaires shall be allocated and provided with counter space within the Terminal Building at the Airport, as depicted on Page 32A of this document.

The successful bidders will be required to provide quality back wall signage and finishes to the designated counter locations in order to maintain the City's standards and to insure attractive and efficient facilities which complement the overall terminal design. In addition, successful bidders will be required to provide one sign to fit an *Airport-provided* back-lit sign frame. The successful bidders will be required to submit to the Airport Manager a copy of the drawings for Bidder's proposed sign.

In addition to counter and Ready/Return Lot areas, Bidders will be required to participate in a community service center to be built in the future. The City intends to implement an Airport Concession Fee to be collected and remitted to

the City by Concessionaires on a quarterly basis. A community service center will be constructed with these collected fees.

D. Concession Agreement

A copy of the Concession Agreement is included with this package. The successful Bidders will be required to execute the Concession Agreement in substantially the same form as it is currently written with the exception that elements of the Bidder's bid as finally approved by the Board and the City Council will be included in the final executed contract.

E. Rent

The successful bidders will be required to pay the following fees and charges:

1. The greater of a percentage of gross receipts or the minimum annual guaranteed rent as described in the Concession Agreement.
 - a. Percentage Rent
Percentage rent for the car rental concessions shall be 10% of gross receipts as defined in the Concession Agreement.
 - b. Minimum Annual Guaranteed Rent
Bidders are required to bid a minimum annual guaranteed (MAG) rent for the first year of operation. After the first year of operation, the minimum annual guaranteed rent will be the greater of 85% of the previous year's actual rent payments or the first full year minimum annual guaranteed

rent, whichever is higher. **The minimum annual acceptable bid for the MAG is \$36,000.**

2. Space Rental

- a. Space rent for the use of the counter and associated office space in the terminal building, the sum of **\$15.55** per square foot per annum in Year – 1, Year - 2 \$ 15.95, Year – 3 \$16.35, Year – 4 \$ 16.75 and Year – 5 \$ 17.15.
- b. Space rent for the 12 Ready/Return Lot spaces and six curbside ready-service spaces shall be in accordance with the City’s schedule of rates and charges. (Currently \$12.00 per space per month), or as may be adjusted by the City Council.

F. Disadvantaged Business Enterprise Program

It is the policy of the City that Disadvantaged Business Enterprises (DBE's) shall have the maximum opportunity to share in the benefits from airport concession leasing opportunities. Furthermore, in accordance with Federal Regulations under 49 C.F.R. Part 23, it is the City's obligation to ensure that DBE firms have the opportunity to compete for leases without discrimination on the basis of race, color, national origin, or sex.

G. DBE Participation Goals

In accordance with Regulations of the U.S. Department of Transportation, 49 C.F.R. Part 23, Subpart F, the City has implemented a Disadvantaged Business Enterprise (DBE) Plan.

A DBE goal has not been set for the car rental concession agreement, however DBE participation is encouraged.

H. Award Criteria

To be considered responsive and responsible, the Bidder must meet all requirements set forth in this Invitation for Bid document. To be awarded an Agreement with the City of Abilene to Operate a Car Rental business at Abilene Regional Airport, a bidder must be responsive, must be willing to execute the agreement in the same form as it is presented in this document, and must be one of the four bidders offering the highest minimum annual guaranteed rents.

The facilities will be allocated based on the minimum annual guaranteed bid. In the event of equal bids, DBE participation will determine ranking. Should DBE participation be equal ranking, they will be designated by the City using a public random selection process.

I. Bid Security (or Deposit), and Performance Bond

1. Bid Security or Deposit

A cashier's check, certified check, or acceptable Bid Bond, payable to the City of Abilene, Texas, in an amount not less than five percent of the bid submitted, must accompany each bid to guarantee that, if awarded the contract, the Bidder, will, within 15 days after receiving a Notice of Award, enter into a contract, provide an acceptable Certificate of Insurance, and execute bonds on the forms provided in

the Contract Documents. Bonds for projects using federal dollars must be underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. No bid will be considered unless accompanied by such certified or cashiers check or bid bond.

It is likely that such guarantees will be held by the City for a period of approximately 90 days, during which the City will review all bids. Such guarantees will be returned to all bidders as soon as possible if all bids for the same Concession are rejected, or as soon as possible after the successful bidders for the same Concession have been selected and approved by the City Council for the City, and after said successful bidder provides an acceptable Performance Bond, as described.

If the successful bidder fails or refuses to perform as described above, the City may award the Concession Agreement to the next best responsive and responsible bidder as determined by the City. This bidder, subject to forfeiture of its Bid Bond or certified or cashiers check for non-performance, shall thereupon deliver to the City the required Performance Bond. Each non-selected bidder may be selected in such manner until a bidder complies or until all bids are rejected.

Bidders are hereby advised that only a Bond, in a form acceptable to the City, guaranteeing to the City the full sum thereof, regardless of the City's actual

damages, should the bidder fail to enter into the Concession Agreement and furnish the required Performance Bond, will be acceptable. Submission of an incorrect Bond may cause the Bid to be non-responsive and may result in its rejection.

Letters of Credit are not acceptable to satisfy Bid Bond requirements.

Should the successful bidder fail or refuse to enter into the Concession Agreement or to file the required Performance Bond with the City after award to such bidder of the Agreement, the entire penal sum of the Bid Bond submitted by said bidder shall be payable to the City on demand, or the certified or cashiers check so submitted and the proceeds thereof shall become the property of the City, not as a penalty, but as liquidated damages. Such payment shall not preclude recovery by the City of any amount over and above said sum to which the City sustains damage by reason of such failure or refusal.

2. Performance Bond

Within 30 days after award of this Concession Agreement, each successful bidder shall furnish to the City, at bidder's sole cost and expense, a Performance Bond, in a form acceptable to the City, as specified in the Concession Agreement. **A bidder may not submit a Letter of Credit to satisfy the Bond requirements.**

If, at any time during the term of the Concession Agreement, a surety on a Bond shall, in the opinion of the City, become unacceptable, the City shall have the right to require an additional and sufficient surety which the bidder shall furnish to the satisfaction of the City within 10 days after written notice to do so.

J. Additional Information

1. The City of Abilene will not be responsible for any oral instructions given with regard to the completion and submission of any bid.
2. A bidder may withdraw its bid prior to the time set for receipt of bids, provided its request is in writing and is received by Mr. Pascual Mirelez, Purchasing Administrator, before the date and time set for the receipt of bids. After this date and time, no bidder may withdraw its bid except with the consent of the City.
3. Corrections to errors made by the bidder in the bid will not be accepted after submission of the bid.
4. The City reserves the right to reject any or all bids.
5. The City reserves the right to waive any irregularities.
6. The City reserves the right to investigate thoroughly the financial status, experience and record of each bidder.

K. Confidentiality

All documents submitted in connection with the bid become the property of the City upon opening. All documents received in connection with this bid will remain confidential, and will not be released or distributed in any form until such time that an Award of Agreement is made by the City. At that time, all documents, with the exception of proprietary or confidential financial records of unsuccessful Bidders, will be subject to examination and release in accordance with Texas Public Record laws.

INSTRUCTIONS TO BIDDERS

Bids submitted in response to this Invitation for Bids must meet all requirements outlined in this section and must be received at the address indicated by the date and time specified in order to be accepted by the City.

A. Submission of Bid

Written bids will be received until *11:00 a.m. on the 8th of August, 2000.*

Bids must be received, and not merely post-marked, by that time.

B. Description of Bid

1. Bidders must submit one original and two copies of each bid. The original must be marked "original" on its front page or cover, and must contain the original signatures and, if bidder is a corporation, the appropriate corporate seal.
2. Each bidder will assume the responsibility for making sure all required documents are complete and submitted with the bid.
3. No bid by telephone or telefax or modifications to a bid by said means will be considered.

BID REQUIREMENTS

Responses to information requested in this section must be complete and submitted in the order requested. Each response must be clearly marked to identify the question to which the response addresses.

A. Cover letter

Each bidder must submit a cover letter identifying the bidder and the specific concession represented by the enclosed bid. The bid must be identified as follows:

**BID FOR AN ON-AIRPORT CAR RENTAL CONCESSION
AT THE ABILENE REGIONAL AIRPORT
BID # CB-0050**

B. Bidders Statement

Each bidder must submit a completed "Bidders Statement" on the form provided in the "Bid Forms" section of this document.

C. Bid Checklist

Each bidder must submit a completed "Bid Checklist" on the form provided in the "Bid Forms" section of this document.

D. Qualifications Questionnaire

Each bid must be accompanied by a completed "Qualifications Questionnaire", including required attachments, concerning both the bidder's experience as well as the bidder's financial status. All information must be complete, accurate and in the form requested. The Qualifications Questionnaire may be found in the "Bid Form C" section (Page 21) of this document.

E. Bid Form

Each bidder must submit a completed and properly executed "Bid Form", including all required attachments. The Bid Form may be found in the "Bid Forms" section of this document.

BID FORM A
BID CHECKLIST

Please submit the following checklist with the Bid. Bidder has included the following required forms / written documents:

- _____ Cover Letter
- _____ * Bidders Statement - Bid Form B
- _____ * Qualifications Questionnaire – Bid Form C
- _____ * Bid Form – D-1
- _____ * Bid Bond – D-2
- _____ * Affidavit of Non-Collusion
- _____ * Acknowledgement of receipt of any and all addenda

(*) Form Provided

BID FORM B
BIDDER'S STATEMENT

The undersigned hereby attests that he/she is a duly authorized representative of the proposing entity. By signing this statement, the bidder hereby acknowledges that if it is selected as the concessionaire pursuant to the bid contained herein, bidder will be required to execute the attached Concession Agreement in a similar form as it is currently written with the exception that elements of the bidders bid as finally approved by the City will be included in the Concession Agreement. Execution of the Agreement will be required within 30 days of approval by the City. Failure to execute the Agreement in its current form may result in award of the Agreement to another party and forfeiture of bidders Bid Bond.

Date: _____

(Name of Bidder)

By:

(Principal Owner Authorized Officer)

BID FORM C
QUALIFICATIONS QUESTIONNAIRE

All information requested in this Questionnaire **MUST** be furnished by the Bidder and **MUST** be submitted with the bid. Statements must be complete, accurate and in the form requested. Omission, inaccuracy or misstatement **may** be cause for rejection of the bid. Additional sheets may be attached hereto as necessary.

SECTION I -GENERAL INFORMATION

1. Bidder is submitting this Qualifications Questionnaire for the following Concession:

2. Name of applicant exactly as it would appear on the Concession Agreement if selected:

3. Address of applicant for purposes of notice or other communication relative to the bid:

Telephone Number of Applicant: _____
Fax Number of Applicant: _____
Contact Person: _____

5. Applicant intends to operate the proposed business as: (check one)

- Sole Proprietor
- Partnership
- Corporation
- Joint Venture
- Other (explain below)

7. Complete **one** of the four sections below: either A, B, C, or D, depending upon the organization of the applicant firm.

A. **SOLE PROPRIETORSHIP STATEMENT** If a Sole Proprietorship, please furnish the following:

1. Name in

Full: _____

2. Residence Address:

3. Business Address:

B. PARTNERSHIP STATEMENT

If a Partnership, please furnish the following:

1. Date of Organization: _____
2. Type of Partnership: (check one)
 General Partnership
 Limited Partnership
3. Has the Statement of Partnership been recorded?
 Yes No
If yes: Date: _____
 Book: _____
 Page: _____
 County: _____
4. Attach and mark as "Exhibit S-1" a complete copy of the Statement of Partnership and the Partnership Agreement.
5. For each partner, attach and mark as "Exhibit S-2" the following information:
 - a. Name
 - b. Residence Address
 - c. Percentage of ownership
 - d. Indicate if the partner is a general or a limited partner

C. CORPORATION STATEMENT

If a Corporation, please furnish the following:

1. Date of Incorporation:

2. State Incorporated:

3. Is the corporation authorized to do business in Texas?

()Yes ()No

4. The corporation is: () Public () Private

5. If publicly held, how and where is the stock traded?

6. List the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
	<u>Par</u>	<u>Book</u>	<u>Market</u>
d. Value per share of of common stock	_____	_____	_____

7. For each officer, director, and principal shareholder (any shareholder owning more than 10% of any class of stock), attach and mark as "Exhibit C-1" the following information:

- a. Name _____
- b. Title _____
- c. Residence Address _____
- d. Number of voting shares _____
- e. Number of non-voting shares _____

D. JOINT VENTURE STATEMENT

If a Joint Venture, please furnish the following:

1. Date of Organization: _____
2. Has the Venture done business before?
() Yes () No
If yes, attach and mark as "Exhibit JV-1 " a description of the nature of the joint venture's prior business.
3. Attach and mark as "Exhibit JV-2" a complete copy of the Joint Venture Agreement.
4. For each joint venture partner, attach and mark as "Exhibit JV-3" the following information:
 - a. Name
 - b. Residence Address
 - c. Percentage of ownership

SECTION II - FINANCIAL AND BACKGROUND DATA

1. Financial Information

Furnish a statement of income, balance sheet and statement of changes in financial position, including notes thereto, all compiled or reported on by an independent Certified Public Accountant, and attested to by the bidder's chief financial officer, in sufficient detail to show the bidder's financial capability to undertake and complete all the obligations specified in the Concession Agreement. Said financial statements should be as of or for the period ending on the last day of your most recently completed fiscal year.

A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested to by the chief financial officer of the subsidiary. A personal financial statement of an officer of a corporation shall not satisfy this requirement.

2. Experience Statement

Describe in detail how the bidder meets the minimum qualification criteria established in the Request for Bids. The following information must be included:

- a. Number of years the bidder has operated a car rental concession

- b. Gross revenues for the past five years if the company has operated for at least five years, or gross revenues for the amount of time the company has operated if less than five years. If bidder has owned another company within the last five years and is using that experience to meet the minimum qualification criteria, please provide gross revenues for that business.
- c. Description of the bidders operations, including:
 - 1. Number and type of operation
 - 2. Locations of current operations, including names, addresses and phone numbers of landlords.
 - 3. Organizational Chart for the firm.
 - 4. Give name, location and date of any of bidders Concession Agreements or leases that have been terminated within the past five years, either voluntarily or involuntarily, prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits for the termination of, any concession(s) or operating agreement(s) operated by bidder within the past five years.

3. Surety Information

Has the applicant firm or principals of the firm ever had a bond or surety canceled or forfeited?

() Yes () No

If yes, attach and mark as "Exhibit A", a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

4. Unfair Business Practices and/or Bankruptcy –

- a. Attach as "Exhibit B" a description of all charges of unfair or deceptive or anti-competitive business practices, or of fraud, criminal conduct or civil or criminal antitrust violation, brought against bidders, any partner or principal owner of bidder, any relevant affiliated bidder, or any director of or officer employed by bidder. If none, attach a statement declaring that there have been no such charges.
- b. Attach as "Exhibit C" a description of any contracts that have been terminated in whole or in part prior to their normal expiration. If none, attach a statement declaring that no contracts have been cancelled prior to their normal expiration.
- a. Attach as "Exhibit D" a description of any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee or liquidator of all or substantially all of bidder's assets or any other partner or principal owner of bidder. If none, attach a statement declaring so.

5. Planned Operations

Please provide information regarding plans for the car rental concession at Abilene Regional Airport, if successful:

- a. State the number of cars that will be available for use at Abilene Regional Airport during various periods of the year.
- b. State the number of rental cars owned by your company and currently registered in the City of Abilene.
- c. Describe your nationwide reservation system.
- d. Describe any participation in national/local advertising programs.
- e. State the names of your credit card affiliations.

SECTION III - REFERENCES

List four persons or firms with whom bidder has conducted financial transactions related to your business operations during the past three years. At least two of the references named are to have knowledge of bidders debt payment history and at least one should be an entity with whom the bidder has a lease for an existing operation if any such reference exists.

Reference #1

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference #2

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference #3

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference #4

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference #5

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

The foregoing information has been submitted to the City of Abilene, Abilene Regional Airport for the purpose of proposing an On-Airport Car Rental Concession Agreement at the Abilene Regional Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Questionnaire, including all supplementary statements attached hereto. The undersigned hereby authorizes the City of Abilene, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that helshe is a duly authorized representative of the proposing entity.

Date: _____

(Name of Proponent)

By: _____
(Principal/Owner)

BID FORM D-1
Bid Form for an On-Airport
Car Rental Concession at the
Abilene Regional Airport

1. The bidder's name and address exactly as it would appear on the Concession Agreement (must be the same entity completing the "Qualifications Questionnaire."

2. Minimum Annual Fee Commitment

The Minimum Annual Fee for the first year of operation as defined in the Concession Agreement shall be (enter in words and figures):

_____dollar(s)
\$ _____

2. Location Preference

Please list your company's location preference in priority order from first choice to last choice. These measurements are approximations only. The company who picks first will also receive their preference for ready spaces on the curb and in the parking lot. Those picking second, third and fourth will pick in concession. Please use numbers 1 - 4, 1 being the first choice, 2 the second choice, etc., as depicted on the following pages 33-A and 33-B.

Rental Counter A	_____
	Approximately 238 SF
Rental Counter B	_____
	Approximately 238 SF
Rental Counter C	_____
	Approximately 224 SF
Rental Counter D	_____
	Approximately 224 SF

Bid Form
D-1

Keep this page for description of lower level rental car counters and for curbside and parking ready spaces. They will be designated pages 33-A & 33-B

[SEAL]

Dated: _____ 2000

The undersigned hereby attests to the accuracy of all statements, answers and representations made in this Bid Form, including all supplementary statements attached hereto (owner, partner, joint venturer, authorized officer of corporation).

_____ Title _____

_____ Title _____

_____ Title _____

**ABILENE REGIONAL AIRPORT
City of Abilene, Texas
SPECIAL PROVISION
NON-COLLUSION AFFIDAVIT**

Each Bidder submitting a Bid on this project shall complete the Non-Collusion Affidavit and submit it with the Bid.

STATE OF TEXAS)
)
COUNTY OF _____)

I, _____ representing _____ upon oath depose and state that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure this contract nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of this contract.

I further depose and state that no part of the contract price received by the affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for the affiant.

I further depose and state that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, and that all statements in said proposal or bid are true.

*Signature

* (Bidder if the bidder is an individual; all partners if the bidder is a partnership; officer if the bidder is a corporation.)

Subscribed and sworn to before me this _____ day of _____ 2000.

Notary Public in and for

_____ County, _____ (state)

My commission expires _____, 20____.

City of Abilene, Texas
ABILENE REGIONAL AIRPORT
ON-AIRPORT CAR RENTAL CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, made and entered into this _____ day of _____ 2000, by and between the CITY OF ABILENE, TEXAS, a Municipal Corporation of Taylor and Jones Counties organized and existing under and by virtue of the laws of the State of Texas ("the City") and _____ a corporation organized and existing under the laws of the State of _____ ("Concessionaire"), having its principal offices at _____.

WITNESSETH THAT:

WHEREAS, the City currently owns and operates an airport known as the Abilene Regional Airport ("Airport"), located in Taylor, County, Texas; and,

WHEREAS, the City deems it advantageous to itself and to its operation of the Airport to lease unto Concessionaire certain premises and to grant unto Concessionaire certain rights, privileges, and uses therein, as necessary to provide car rental service on the property at the Airport;

NOW, THEREFORE, for and in consideration of payment of the fees and charges hereinafter provided, and of the covenants and conditions hereinafter contained to be kept and performed, DO HEREBY AGREE AS FOLLOWS:

ARTICLE I
TERM OF AGREEMENT

Section 1.1. Term. Subject to earlier termination and cancellation as hereinafter provided, the term of this Agreement shall be for a period of five years, commencing on _____ and ending on _____.

Section 1.2. Option Period. The City, at its sole discretion, may elect to extend the term of the Agreement, under the same terms and conditions, for five one-year periods upon written notice to Concessionaire. Said notice shall occur no later than 90 days prior to the expiration of the then current term of the Agreement. Concessionaire may accept or decline the extension within 30 days of the offer to extend. Failure of the Concessionaire to respond by written notice to the City to the offer within 30 days shall be considered a declination of the offer.

ARTICLE II
PREMISES

Section 2.1. Premises. Concessionaire shall operate the Concession granted within the premises identified in Sections 2.1.1 and 2.1.2 of this Agreement and indicated on applicable pages of Exhibits "A" and "B" attached hereto and forming a part hereof.

Section 2.1.1. Counter Space. Approximately _____ square feet of counter space in the Terminal Building as indicated in Exhibit A.

Section 2.1.2. Ready/Return Lot. Approximately _____ spaces, not including six V.I.P. spaces as indicated in Exhibit B. The number of ready/return spaces is subject to change annually during the term of this agreement based on Concessionaire's proportionate share of total revenues paid to the City for all on-airport car rental concessions or as parking lot and/or ready/return spaces are altered.

If the City elects to reallocate the ready/return spaces, the City will notify Concessionaire of any such reduction or expansion in the allocated number of the ready/return spaces within 60 days of the end of each contract year. Any such reallocation will be as a result of applying a formula that compares the number of assigned spaces for each of the car rental companies to the annual fee payments paid to the City.

Section 2.2. Square Footage. Square footage figures appearing throughout Exhibits "A" and "B" are approximate only and are subject to on-site measurements to be performed by the Bidders, at their option. The City hereby leases to Concessionaire certain space in the Terminal Building and Ready/Return Lot hereinafter described together with certain attendant rights and privileges specifically set forth.

ARTICLE III

CONCESSION RIGHTS AND PRIVILEGES

Section 3.1. Rights Granted. Concessionaire shall have the non-exclusive right, privilege and obligation to conduct and operate a car rental concession at the Airport.

Section 3.2. Right to Operate.The City hereby grants to Concessionaire the non-exclusive right and obligation to service and maintain only passenger-type rental vehicles; to dispense fuel (expressly limited to fuel used by its rental vehicles and Concessionaire's vehicles, to rent and check-in rental vehicles), including the right to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; to provide customer service features including but not limited to baby car seats, and cellular/digital phones assigned or attached to the vehicle.

The rights granted shall be carried on solely and exclusively within the limits and confines of the leased premises indicated in Exhibits A and B, attached hereto and made a part hereof, with the exception of support services which may be carried on outside of

airport property; subject, however, to the expansion or reduction of any such area specified in Article II hereof and its sections.

Section 3.3. General Obligation to Operate. At the locations indicated herein, Concessionaire shall provide car rental service for passengers, every day of the term hereof, without exception. Concessionaire shall take all reasonable measures, in every proper manner, to develop, maintain and increase the business conducted by it under this Agreement. Concessionaire shall actively operate the concession so as to best serve the needs of the public.

Section 3.4. Right to Advertise/Promote Products. Concessionaire shall have the right to advertise brand-name products, other than its own brand-name, within the premises only upon the written approval of the City. Such approval may be withheld if, in at the sole discretion of the City, the advertising rights requested by Concessionaire conflict with rights granted under other advertising concession agreements.

Section 3.5. Quiet-Enjoyment. Concessionaire, upon payment of fees and charges as described in Article IV hereof, and its sections, and upon observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully and quietly hold, use and enjoy the concession premises during the term of this Agreement.

Section 3.6. Ingress and Egress. Concessionaire shall have the full and free right of ingress to and egress from the Leased Premises. The City agrees to use its best efforts to keep the routes of ingress and egress to the Leased Premises free from obstruction including the removal of snow, ice, vegetation, stones, and other foreign matter. The City has the right to alter or change the routes of ingress and egress upon giving reasonable notice to Concessionaire and upon providing other reasonably adequate means of ingress and egress.

Section 3.7. Parking Facilities. Concessionaire shall have the right to utilize vehicular parking facilities for Concessionaire's employees in a manner and of a type similar or equal to that provided for employees in areas designated by the Airport Manager or his designee, consistent with the City's schedule of rates and charges.

Section 3.8. No Other Uses. Concessionaire shall not use nor permit the concession premises to be used for any purpose other than as hereinabove set forth except with the prior written consent of the City, nor for any use in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof. Concessionaire shall not be allowed to conduct used car sales activities or any business activities other than a car rental concession with the specific rights listed in Article III of this agreement without the prior written approval of the Airport Manager or his designee.

ARTICLE IV

FEES AND TIME OF PAYMENT

Section 4.1. Monthly Rental Payments. As the monthly rent during the term of this Agreement, Concessionaire shall pay the following fees:

- (1) the greater of (a) the percentage fee applicable to the gross receipts as defined herein, or (b) 1/12 of the minimum annual guaranteed rent as defined herein;
- (2) the monthly rental for counter/office space as defined in Section 4.1.3 herein,
- (3) the monthly fee for ready/return lot spaces as defined in Section 4.1.4. herein, and,
- (4) the monthly fee for employee parking consistent with the City's schedule of rates and charges as which are subject to change with the approval of the City Council of the City of Abilene.

Section 4.1.1. Percentage Fee. The Percentage Fee shall be Ten Percent (10%) of the gross receipts earned from the business conducted under this agreement as defined herein. Ten Percent (10%) of the monthly gross revenue derived from the operation of vehicle rental service at the Airport, which for the purposes of this Agreement, shall consist of all the area within said Airport and any areas described by the City ordinance that may apply to rental car businesses.

Section 4.1.2. Minimum Annual Fee. The minimum annual fee for the first full year of the term is [the minimum amount which Concessionaire Bid as the minimum annual guaranteed rent in its Bid]. For the following four years after the first full year of the term, the minimum annual guarantee shall be the greater of [the minimum amount which Concessionaire Bid as the minimum annual guaranteed rent in its Bid] or eighty-five percent (85%) of the previous years actual rent payments.

Section 4.1.3. Terminal Space Rental. The monthly charge for the rental of counter and associated space within the terminal building shall equal the sum of \$15.55 per square foot divided by twelve. Space rent for the use of the counter and associated office space in the terminal building, the sum of **\$15.55** per square foot per annum in Year – 1, Year - 2 \$ 15.95, Year – 3 \$ 16.35, Year – 4 \$ 16.75 and Year – 5 \$ 17.15.

Section 4.1.4. Ready/Return Lot Space Rental. The monthly charge for the rental of ready/return lot spaces shall be the sum of \$12 per space per month, consistent with the City's schedule of rates and charges as which are subject to change with the approval of the City Council of the City of Abilene.

Section 4.1.5. Annual Adjustment. At the end of each 12 month period during the term hereof, the City shall prepare and submit to Concessionaire a statement showing the total percentage charge for the said 12 months. If the sums paid by Concessionaire during said 12 month period exceed the annual minimum fee as well as the annual percentage charge, whichever is greater, such over-payment shall be credited to the fees and charges next thereafter due from Concessionaire. If Concessionaire's aggregate

payments are less than the total due, Concessionaire shall, within 10 calendar days, pay the City the difference.

Section 4.2. Refuse Removal. Concessionaire shall comply with the provisions of Section 5.10 herein with regard to the disposition of trash and garbage. The City shall maintain garbage or refuse disposal areas for use by concessionaires.

Section 4.3. Other Fees and Charges. If the City has paid any sum or sums or has incurred any obligations or expense which Concessionaire had agreed to pay or reimburse the City for, or if the City is required or elects to pay sum(s) or ensure obligations or expense(s) by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions, covenants or agreements contained in the Agreement, or as a result of an act or omission of Concessionaire contrary to said conditions, covenants and agreements. Concessionaire shall pay the sum(s) so paid or the expense(s) so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of the fees and charges thereafter due hereunder, and each and every part of the same shall be and become additional fees and charges, recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees and charges.

Section 4.4. Method of Payment. The procedure for the payment of the fees and charges shall be as follows:

Section 4.4.1. Payment Location. All fees and charges payable hereunder shall be paid to: Abilene Regional Airport, Attention: Airport Manager, P.O. Box 60, Abilene, Texas 79604-0060.

Section 4.4.2. Monthly Rental Payments. The rental fees and charges to be paid by Concessionaire to the City hereunder shall be payable in monthly installments throughout the term of this Agreement. Within 30 calendar days after the end of each calendar month, Concessionaire shall pay the City, as the fees and charges for such

calendar month: (1) one-twelfth (1/12) of the guaranteed minimum annual fee as defined in Section 4.1.2 herein or the percentage charge as defined in Section 4.1.1 herein, whichever sum is greater; (2) the monthly terminal space rental as defined in Section 4.1.3 herein, (3) the monthly ready/return lot space rental as defined in Section 4.1.4 herein, and (4) employee parking.

Section 4.4.3. Monthly Rental Report. Concessionaire shall submit a monthly accounting of the gross receipts received at the location operated by Concessionaire under this Concession Agreement. Each monthly accounting shall be in such manner and detail and upon such forms as are prescribed by the City. Each monthly report shall be due on the same date and at the same address as the payment for that month is due within 10 calendar days after the end of each calendar month.

Section 4.5. Late Payment. Any payment not received by the due date shall accrue interest payable at the rate of 1.5% per month from the due date until paid in full.

Section 4.6. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month. Should this Agreement terminate or be terminated at any time other than at the end of the agreement year, the minimum fees for the agreement year in which such termination occurs shall be in the same proportion that the number of days the Agreement is in effect for that year bears to the total number of days in the year.

Section 4.7. Audit Reports. Concessionaire agrees to keep true and accurate accounts, records, books and data which will show in a standard acceptable form the income, including taxes, surcharges, and gross receipts as herein defined, as separate line items of said business operated at and upon the Leased Premises of the Airport, which books and records shall be open for inspection by authorized representatives of the City at all reasonable times during normal business hours.

The City reserves the right, either directly, or through an agent, to make necessary detailed audits as required at any time during the agreement period and for 12 months after the termination of the agreement. In addition, Concessionaire agrees to furnish to the City annually a certified copy of an audit thereof by Concessionaire's certified public accountant. Such audit shall be in a form acceptable to the auditors of the City and shall be due to the City at the office of the Airport Manager no later than 90 days after the end of each agreement year.

Section 4.8. Gross Receipts Defined. "Gross Receipts" shall include all receipts, whether by coin or currency, on account, by check or credit card, collected or uncollected, whether conducted on or off airport, derived by Concessionaire as a result of its operation of the concession rights herein granted, without any exclusion whatever, except those expressly permitted under Sections 4.8.1 through 4.8.5.

Gross receipts shall include the total amount actually charged to the customer by the concessionaire for or in connection with the use of an automobile contracted for, delivered, or rented to the customer at the Airport, regardless of where or by whom the payment is made or where the vehicle is returned, including any sums received from the customer for waiver by the Concessionaire of its rights to recover from customers for damage to the automobile rented, acceptance of personal accident, personal effects, or any other insurance offered on the Concessionaires car rental agreement, children's car seats, cellular phones, charges for cellular phone use, and other services, items, and equipment associated therewith. Gross Receipts shall exclude revenues from the following:

Section 4.8.1. Taxes. Federal, state, or municipal sales or similar taxes which are separately stated on the rental agreement and collected by Concessionaire from the customer, provided all such taxes are properly accounted for and recorded;

Section 4.8.2. Damage Reimbursement. Sums received by the Concessionaire for damage to cars or Concessionaire's property or premises, or for loss, conversion, or abandonment of automobiles;

Section 4.8.3. Transfers of Equipment. The value of any equipment exchanged or transferred from or to other business locations of Concessionaire, where such exchanges or transfers are not made for the purpose of avoiding a rental by Concessionaire which would otherwise be made from or at the concession premises;

Section 4.8.4. Refunded Receipts. Receipts with respect to any refund made to customers, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit, providing the refund and reason therefore is documented along with the name and address of the person receiving the refund;

Section 4.8.5. Fueling Services. Amounts billed and paid by customers for all fueling services.

ARTICLE V

SERVICE STANDARDS

Section 5.0. Service Standards. This Section and its sub-sections address Concessionaire's customer service and operational obligations.

Section 5.1. Automobiles. Concessionaire shall offer for rental only popular-make automobiles no more than two model years old. The term "car" and "automobile" include cars, sedans, vans, sport utility vehicles, station wagons, trucks, cargo trucks, and motorcycles. All automobiles provided by the Concessionaire shall be maintained in good and safe operating order, free from any known mechanical defects and be in a clean, neat, and attractive condition inside and out. The Concessionaire shall at all times maintain a sufficient number of automobiles to meet all reasonably foreseeable demands of the traveling public.

Section 5.2. Forms of Payment. Concessionaire shall accept at least three nationally recognized credit cards for payment from customers for rental of a car.

Section 5.3. Reservation System. Concessionaire shall provide for a national reservation system for its car rental services at the Airport.

Section 5.4. Fair Business Practices. Concessionaire shall not misrepresent its prices or the terms and provisions of its rental agreements or those of its competitors. The Concessionaire shall fully inform each customer, prior to the execution of such customer's rental agreement, of all fees and charges applicable to such customer's rental. If the City determines, after notice and opportunity for concessionaire to comment, that any of Concessionaire's business practices are unreasonable, deceptive, or unconscionable, Concessionaire shall immediately cease such practices after receipt of written order to do so from the City.

Section 5.5 Concession Personnel. Concessionaire shall, at its cost, furnish prompt, courteous and efficient service and shall ensure polite and non-offensive conduct and demeanor on the part of its representatives, agents and employees, collectively referred to herein as "personnel". Concessionaire shall employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on or about the concession premises, shall be clean, neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification, in such instances as are appropriate. No personnel, while on or about the concession premises, shall use improper language, act in a loud, boisterous or otherwise improper way or be permitted to solicit business in an inappropriate manner.

Section 5.6. Manager. Concessionaire shall select and appoint a Manager of Concessionaire's operations at the Airport. Such person must be a qualified, competent and experienced manager. Said Manager shall be assigned to a duty station or office at the Airport, where he or she shall ordinarily be available during regular business hours

and where, at all times during his or other absences, a responsible subordinate shall be in charge and available.

Section 5.7. Hours of Operation. In each location and on each day, Concessionaire shall operate during those hours as are necessary to adequately serve the public demand, as said demand may be determined and re-determined by the Airport Manager. Concessionaire shall advise the Airport Manager of its hours of operation in writing.

Section 5.7.1. Minimum Hours of Operation. Concessionaire shall be obligated to operate the facilities for the hours which are defined in this Section 5.7.1 until such time as the Airport Manager requests that hours be extended or authorizes hours to be contracted. The initial minimum hours each day shall be as follows:

Opening: Open for Discussion at Pre-Bid Conference

Closing: Open for Discussion at Pre-Bid Conference

Section 5.7.2. Curtailement of Hours Beyond Control. Concessionaire shall be excused from its obligations as set forth in Sections 5.7 through 5.7.1 in the event that its operations are closed or curtailed, in whole or in part, by reason of a strike, lockout or a cause beyond its control.

Section 5.7.3. Airport Manager May Alter Hours. The Airport Manager, or his designee may, on 24-hours notice to Concessionaire, require earlier opening times or later closing times for any location. Concessionaire shall comply with said hours. The Airport Manager may, from time to time, authorize a later opening or earlier closing time for any location, provided it first finds that Concessionaire has submitted adequate justification therefore.

Section 5.8. Prohibited Acts. Concessionaire shall not do or permit to be done anything specified in Sections 5.8.1 through 5.8.6. Specifically, it shall not:

Section 5.8.1. Interfere with Access. Do anything which may interfere with free access and passage in the concession premises or the areas adjacent thereto, or in the elevators, escalators, streets or sidewalks of the Airports, or hinder police, fire fighting or other emergency personnel in the discharge of their duties, or hinder access to utility, heating, ventilating or air-conditioning systems, or portions thereof, on or adjoining the concession premises.

Section 5.8.2. Interfere with Systems. Do anything which may interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions thereof on or adjoining the concession premises (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with the effectiveness of elevators or escalators in or adjoining the concession premises, or overload any floor in the concession premises;

Section 5.8.3. Install Unauthorized Locks. The placement of any additional lock of any kind upon any window or interior or exterior door in the concession premises, or make any change in any existing door or window lock or the mechanism thereof, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the Airport Manager, or his designee, any and all keys to the interior or exterior doors on the concession premises, whether said keys were furnished to or otherwise procured by Concessionaire, and in the event of the loss of any keys furnished by the Airport Manager or his/her designee Concessionaire shall pay the City, on demand, the cost for replacement thereof, and the cost of re-keying the City's locks;

Section 5.8.4. Increase Liability. Do any act or thing upon the concession premises which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by the City, covering the concession premises, or the buildings in which the same are located or which, in the opinion of the Airport Manager, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement.

If, by reason of any failure on the part of Concessionaire after receipt of notice in writing from the City to comply with the provisions of this paragraph, any fire insurance rate on the concession premises, or any part thereof, or on the buildings in which the same are located, shall at any time be higher than it normally would be, then Concessionaire shall pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation of failure of Concessionaire; provided, however, that nothing contained herein shall preclude Concessionaire from bringing, keeping or using on or about the concession premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;

Section 5.8.5. Permit Loitering or Lodging. Permit undue loitering on or about the concession premises or use the concession premises, or any part thereof, for lodging or sleeping purposes; or,

Section 5.8.6. Permit Unlawful Use. Use or allow the concession premises to be used for any improper, immoral, unlawful or objectionable purposes.

Section 5.9. Signs, Advertising & Displays. Concessionaire shall not erect, construct or place any sign, advertisement or display upon any portion of the premises without first obtaining the prior written approval of the City. Concessionaire shall not erect, construct or place any sign, advertisement or display outside the premises.

Section 5.9.1. Removal of Signs. Upon the termination, cancellation or expiration of this Agreement, Concessionaire shall remove, obliterate or paint out, any and all of its signs, advertising and displays as the Airport Manager may direct. If Concessionaire fails to do so, the City may cause said work to be done at the expense of Concessionaire.

Section 5.10. Removal of Garbage and Refuse. Concessionaire shall strictly comply with all Airport and other rules and regulations regarding the disposition of trash and garbage. The Concessionaire shall regularly remove from all concession premises to the garbage or refuse disposal area all rubbish, refuse and garbage and shall remove the accumulation of all such material in said garbage or refuse disposal area at frequent intervals. Accumulation of trash, boxes, cartons, barrels or other similar items shall not be permitted in any public area at the Airport.

Section 5.11. Taxes. Concessionaire shall pay all taxes of whatever character that may be levied or charged upon the rights of Concessionaire to use the concession premises, or upon Concessionaire's improvements, fixtures, equipment or other property thereon or upon Concessionaire's operations hereunder.

Section 5.12. Licenses and Permits. Concessionaire shall obtain and pay for all licenses and permits necessary or required by law for the conduct of said operations.

ARTICLE VI

OBLIGATIONS OF CITY

Section 6.0. Obligations of the City. During the term of this Agreement, the City agrees and covenants to meet the following obligations and provide the following services:

Section 6.1. Maintenance of Public Areas. The City shall maintain the public areas of the Terminal Building in good order, and shall maintain approaches to the Terminal Building and the public ways adjacent thereto in a usable condition at all times, subject to reasonable interruptions due to inclement weather;

Section 6.2. Electric Service. The City shall, at its sole expense, furnish to the Leased Premises electric power lines and service needed by Concessionaire in the conduct of its business;

Section 6.3. Employee Parking. The City shall provide automobile parking spaces for employees of Concessionaire in such a manner similar to or equal that provided for employees of other Airport agencies, tenants, etc.

ARTICLE VII

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Section 7.0. Disadvantaged Business Enterprise Program. It is the policy of the City of Abilene that Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to share in the benefits from airport concession leasing through substantial and meaningful participation. Concessionaire agrees to develop and implement a plan for including DBE participation in the performance of the contract in the event that a Federal regulation governing such a program for car rental concessions is issued.

ARTICLE VIII

IMPROVEMENTS

Section 8.0. Condition of Premises. The City shall deliver the concession areas specified herein to the Concessionaire, finished (drywall) walls and ceilings and finished floors. Utilities will be delivered to the premises. The Concessionaire shall accept such premises "as is".

Section 8.1. Improvement Proposal. Concessionaire shall design and construct its facilities as proposed by Concessionaire and accepted and approved by the City.

Section 8.2. Improvements Required of Concessionaire. Concessionaire shall provide all improvements which are necessary to operate said concession to the satisfaction of the City, including all finishes, equipment and signage as finally approved by the City.

Section 8.3. No Liens. All construction work done, equipment supplied and installed and interior design and decor furnished by Concessionaire pursuant to this Section shall be at its sole cost and expense, free and clear of liens for labor and material and Concessionaire shall hold the City harmless from any liability in respect thereto.

Section 8.4. City Approval of Improvements. Prior to any work being done, Concessionaire shall obtain the City's written approval of all drawings, designs and plans, and shall obtain all other permits and approvals required by law.

Section 8.5. Overall Construction Program. Prior to the construction and installation of improvements including furniture, furnishings, equipment, and signage, Concessionaire shall first prepare a time schedule for same, which shall be subject to approval of the City. The schedule must comply with the requirement for facilities to be operational upon commencement of operations at the renovated terminal building.

Section 8.6. Future Work. After completion of the improvements and installation of equipment and interior design and decor, as above provided, Concessionaire shall not make any structural alterations to the ceilings, walls or floors of any permanent improvements which it constructs or installs in the concession areas without first obtaining the City's written consent.

Section 8.7. Building Codes. All structural or other improvements, equipment and interior design and decor constructed or installed by Concessionaire in the concession areas, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes, ordinances, building codes, rules and regulations of the City and such other authorities as may have jurisdiction over the concession areas or Concessionaire's operations therein. The approval by the City provided above shall not constitute a representation or warranty as to such conformity or compliance, but the responsibility shall at all times remain with Concessionaire.

Section 8.8. Other Permits. Concessionaire, at its sole cost and expense, shall also procure all building, fire, safety and other permits necessary for the construction of the structural and other improvements, installation of the equipment and the interior design and decor.

Section 8.9. Workers' Compensation. Prior to commencement of any such construction, Concessionaire shall first submit to the City a certificate of insurance evidencing the fact that Concessionaire and/or any construction contractors, sub-contractors maintain workers' compensation and employers' liability coverage in the amounts and form required by the Workers' Compensation Act and insurance laws of the State of Texas.

Such certificate shall contain the applicable policy number and the inclusive date for same, shall bear an original signature of an authorized representative of the insurance carrier and shall also provide thereon that the insurance shall not be subject to cancellation or material change except after notice to the City at least 30 days prior to the date of cancellation or material change.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 9.0. Maintenance and Repair. Concessionaire shall, at all times and at its expense, keep and maintain the concession premises, including all improvements installed on the premises together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance.

Section 9.1. Maintenance Program. Concessionaire shall maintain and repair all interior areas and surfaces of the premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly

maintain the premises in a safe, clean, wholesome, sanitary, orderly and attractive condition.

Section 9.2. City May Repair. In the event Concessionaire fails to accomplish such nonstructural repairs, replacements, rebuilding, redecorating or painting required hereunder within a period of 10 days after written notice from the City so to do, or fails to diligently repair, replace, rebuild, redecorate or paint all the premises required to be repaired, replaced, rebuilt, redecorated or painted by Concessionaire, the City may, at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such premises included in said notice, the cost thereof, plus fifteen (15%) percent for administrative overhead, to be paid by Concessionaire to the City on demand.

Section 9.3. Right to Enter Premises. The City shall have the right to enter upon the concession premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Airport Manager, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the concession premises new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the concession premises by Concessionaire and provided rather, that nothing herein shall be so construed as relieving Concessionaire of any obligation imposed upon it herein to maintain the concession areas and the improvement and utility facilities therein. The City shall have the right to enter the premises at any time to maintain or repair emergency systems when loss of life or damage to property may result.

ARTICLE X
EXPANSION OR REDUCTION OF PREMISES

Section 10.0. Reallocation of Ready/Return Spaces. The City may review the allocation of ready/return spaces on an annual basis to insure the appropriate allocation of spaces amongst car rental concessionaires. Within 60 days of the end of each contract year, the City will compare the number of ready/return spaces allocated to each car rental Concessionaire to the total number of ready/return spaces available. The City will also compare the revenues paid to the City by each Concessionaire to total revenues paid by all car rental Concessionaires.

If the City, in its sole discretion, determines that the allocations are significantly disproportionate, the City may reallocate the number of ready/return spaces between concessionaires. Concessionaire will surrender the designated number of spaces and submit to any reallocation which the City determines necessary utilizing this method.

ARTICLE XI
TERMINATION/CANCELLATION

Section 11.0. Cancellation or Termination by the City. The City shall have the right to cancel or terminate this Agreement in its entirety and all rights ensuing therefrom upon giving a 30 day written notice to Concessionaire if any one or more of the events appearing in provisions 11.1.1 through 11.1.15 occur:

Section 11.1.1. Delinquent Payments/Reports. If Concessionaire fails to pay the fees and charges or to make any other payments required hereunder or fails to file gross receipts reports or other financial reports when due to the City within 10 days after receipt of written notice from the City of delinquency thereof;

Section 11.1.2. Recurring Disputes. Concessionaire disputes deficiency assessments repeatedly or is assessed liquidated damages of more than \$5,000 annually;

Section 11.1.3. Incomplete Records. Concessionaire fails to maintain adequate records and accounts reflecting its business and gross receipts;

Section 11.1.4. Revocation of Licenses. An act occurs which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for the conduct and operation of the business authorized herein for a period of more than 30 days.

Section 11.1.5. Transfer of Interest. The interest of Concessionaire under this Agreement is transferred, passes to or devolves upon, by operation of law or otherwise, any other person, firm or corporation without the written consent of the City;

Section 11.1.6. Consolidation or Dissolution. Concessionaire becomes, without the prior written approval of the City, a successor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution;

Section 11.1.7. Failure to Perform. Concessionaire fails to keep, perform and observe each and every promise, covenant and condition set forth in this Agreement on its part to be kept, performed or observed after receipt of written notice of default from the City, except where fulfillment of Concessionaire's obligation requires activity over a period of time and Concessionaire has commenced to perform whatever may be required within 10 days after receipt of such notice and continues such performance without interruption except for causes beyond its control;

Section 11.1.8. Attachment. An attachment or execution is levied, or a receiver is appointed or of any other process of any court of competent jurisdiction is executed which is not vacated, dismissed or set aside within a period of 90 days and which does, or

as a direct consequence of such process will, interfere with Concessionaire's use of the concession premises or with its operations under this Agreement;

Section 11.1.9. Insolvency. Concessionaire becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the concession areas.

Section 11.1.10. Bankruptcy. By order or decree of court, Concessionaire is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors or stockholders of Concessionaire seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof;

Section 11.1.11. Petition for Bankruptcy. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency laws or statute is filed against Concessionaire and is not dismissed within 120 days;

Section 11.1.12. Control by Receiver. By or pursuant to, or under authority of, any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Concessionaire, and such possession or control continues in effect for a period of 120 days;

Section 11.1.13. Adverse Operation. Service ceases or deteriorates for any period which, in the opinion of the City materially and adversely affects the operation of service required to be performed by Concessionaire under this Agreement;

Section 11.1.14. Lien. Any lien is filed against the concession premises because of any act or omission of Concessionaire and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within 60 days; or

Section 11.1.15. Abandonment. Concessionaire voluntarily abandons, deserts, vacates or discontinues its operation of the business herein authorized.

Section 11.2. The City's Rights of Re-entry. The City shall, as an additional remedy, upon the giving of written notice of cancellation or termination as above provided in Section 1 1.1 and its subsections, have the right to reenter the premises and every part thereof on the effective date of cancellation or termination without further notice of any kind, remove any and all persons therefrom and regain and resume possession either with or without the institution of summary or legal proceedings otherwise. Such reentry, however, shall not in any manner affect, alter or diminish any of the obligations of Concessionaire under this Agreement.

Section 11.3. Surrender of Possession. Concessionaire covenants and agrees to yield and deliver possession of the concession premises to the City on the date of the termination, cancellation or expiration of this Agreement promptly, peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Concessionaire of the City, reasonable use and wear and tear thereof excepted.

Section 11.4. Right to Remove Equipment. Subject to the provisions of Article VIII and its subsections herein, Concessionaire shall have the right to remove its equipment, supplies, furnishings, inventories, removable fixtures and other trade fixtures and personal property from the concession premises. If Concessionaire fails to remove said property, said property shall be considered abandoned and the City may dispose of same as it sees fit.

Section 11.5. Acceptance is Not a Waiver. No acceptance by the City of the fees and charges for other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Concessionaire, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of the City to cancel or terminate this Agreement on account of such default.

Section 11.6. Waiver is Not Continuous. No waiver by the City at any time of any default on the part of Concessionaire in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Concessionaire shall be or be construed to be a waiver at any time thereafter by the City of any other or subsequent default in performance of any of said terms, covenants or conditions, and no notice by the City shall be required to restore or revive time as of the essence hereof after waiver by the City of default in one or more instances.

Section 11.7. Survival of Concessionaire's Obligations. In the event this Agreement is terminated or canceled by the City, or in the event the City reenters, regains or resumes possession of the concession premises, all of the obligations of Concessionaire hereunder shall survive and shall remain in full force and effect for the full term of this Agreement.

Section 11.8. Exercising the City's Right of Cancellation. The City may exercise such rights of termination and cancellation as provided herein by written notice to Concessionaire after passage of the applicable time period provided herein and this Agreement shall terminate as of the date of receipt of said notice by Concessionaire.

Any fees due hereunder shall be payable only to said date of termination and cancellation and thereafter all of Concessionaire's rights and privileges and the City's obligations shall cease and all improvements made by Concessionaire upon the Leased Premises shall remain in or upon the Leased Premises and shall become the property of the City.

It is agreed that failure of the City to declare this Agreement terminated or canceled upon the default of Concessionaire for any of the reasons set forth herein shall not operate to bar or stop the City from declaring this Agreement terminated or canceled by reason of any subsequent violation of the terms of this Agreement.

Section 11.9. Cancellation or Termination by Concessionaire. This Agreement may be canceled or terminated by Concessionaire by giving a 30 day written notice to the City upon the happening of one or more of the occurrences specified in Sections 11.9.1 through 11.9.5.

Section 11.9.1. Permanent Abandonment. The permanent abandonment of the Airport's passenger terminal for use by airlines or the permanent removal of all certificated scheduled passenger airline service from the Airport;

Section 11.9.2. Material Restriction of Operation. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such manner as to materially restrict Concessionaire from operating thereon for a period of at least 90 consecutive days;

Section 11.9.3. Major Destruction of Premises. The complete destruction of one third or more of the concession premises from a cause other than the negligence or omission-to-act of Concessionaire, its subcontractors, agents or employees, and the subsequent failure of the City to repair or reconstruct said premises within 12 months after such destruction;

Section 11.9.4. Federally-Required Amendments. Any exercise of authority as provided in Section 15.25 hereof which shall so interfere with Concessionaire's use and enjoyment of the concession premises as to constitute a termination, in whole or in part, of this Agreement by operation of law in accordance with the laws of the United States.

Section 11.9.5. Default by The City. The default by the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of 60 days after receipt from Concessionaire of written notice to do so.

Section 11.10. Exercising Concessionaire's Right of Cancellation. Concessionaire may exercise such rights of cancellation and termination by written notice to the City at any time after the passage of the applicable period provided herein and the fees due under this Agreement shall be payable only to the date of said termination or cancellation and thereafter all of Concessionaire's rights and privileges and the City's obligations shall cease, and all improvements made by Concessionaire upon the Leased Premises shall remain in or upon the Leased Premises and shall become the property of the City.

It is agreed that the failure of Concessionaire to declare this Agreement terminated or canceled upon the default of the City for any of the reasons set forth herein shall not operate to bar or stop Concessionaire from declaring this Agreement terminated or canceled by reason of any subsequent violation of the terms of this Agreement by the City.

Section 11.11. Removal of Improvements. Concessionaire shall have the rights to the removal of the improvements, installed as part of this agreement, subject to the conditions provided in Section 11.11.1 through 11.1 1.2.

Section 11.11.1. Damaged Improvements. In the event that the structural or other improvements or furnishings and supplies constructed or installed by Concessionaire in any, on, or all of the various concession premises are damaged or destroyed, in whole or in part, from any cause whatsoever, Concessionaire shall forthwith proceed with the removal of the debris and damaged or destroyed structural or other improvements, equipment, furnishings and supplies and thereafter shall proceed with all dispatch with the reconstruction work necessary to restore the damaged or destroyed concession premises to the condition they were in prior to the occurrence of such damage or

destruction and all costs and expense incurred in connection therewith shall be paid by Concessionaire.

Section 11.11.2. The City May Renovate. If, during the last month of this Agreement, Concessionaire has removed all or substantially all of its property from the concession premises, the City may enter said premises and alter, renovate or redecorate the same.

ARTICLE XII

DAMAGE OR DESTRUCTION OF PREMISES

Section 12.1. Damage or Destruction to Premises. In the event of Damage or Destruction to Premises, Sections 12.1.1 through 12.1.4 shall apply.

Section 12.1.1. Partial Damage. If all or a portion of the Leased Premises are partially damaged by fire, explosion, the elements, public enemy or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by the City at its own cost and expense, subject to the limitations as hereinafter provided, however, that if said damage is caused by the negligence or omission to act of Concessionaire, its subcontractors, agents or employees, Concessionaire shall be responsible for reimbursing the City for the cost and expenses incurred in such repair.

Section 12.1.2. Extensive Damage. If the damages are so extensive as to render the concession premises or a portion thereof uninhabitable, but are capable of being repaired within 30 days, the same shall be repaired with due diligence by the City at its own cost and expense, subject to the limitations as hereinafter provided, and an appropriate portion of the fees and charges payable herein shall abate from the time of the damage until such time as the premises are fully restored and certified by the City as again ready for use; provided, however, that if said damage is caused by the negligence or omission to act of Concessionaire, its subcontractors, agents or employees, said fees

and charges will not abate and Concessionaire shall be responsible for reimbursing the City for the cost and expenses incurred in such repair.

Section 12.1.3. Complete Destruction. In the event all or a substantial portion of the concession premises are completely destroyed by fire, explosion, the elements, public enemy or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than 30 days, the City shall not be obligated to repair, replace or reconstruct said premises, and a proportionate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said premises are fully restored.

If within 12 months after the time of such damage or destruction said premises have not been repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety as of the date of such damage or destruction.

Section 12.1.4. Destruction Due to Negligence. Notwithstanding the foregoing, if the Concession premises, or a substantial portion thereof, are completely destroyed as a result of the negligence or omission to act of Concessionaire, its subcontractors, agents or employees, said fees and charges shall not abate and the City may, at its discretion, require Concessionaire to repair and reconstruct said premises within 12 months of such destruction and may pay the cost therefore, or the City may repair and reconstruct the same within 12 months of such destruction and Concessionaire shall be responsible for reimbursing the City for the cost and expenses incurred in such repair.

Section 12.2. Limits of The City's Obligations. In the application of the foregoing provisions, the City's obligations shall be limited to repair or reconstruction of the concession premises to the same extent and of equal quality as obtained by Concessionaire at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of Concessionaire and any such redecoration and refurnishing/re-equipping shall be equivalent in quality to that originally installed. In no case shall the City be responsible

for the loss or damage to any personal property brought on or kept on the Concession premises.

ARTICLE XIII
INSURANCE AND INDEMNIFICATION

Section 13.0. Liability. Concessionaire shall comply with the Hold Harmless, Faithful Performance Bond & Insurance provisions which follow.

Section 13.1. The City Held Harmless. The Concessionaire must indemnify, hold harmless, and defend the City, its officers, agents, employees, from and against liability for any and all claims, liens, suits, demands and/or actions for damages, injuries to person (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of the Concessionaire's work and activities conducted in connection with or incidental to this Agreement, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Concessionaire, its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Concessionaire must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of their officers, agents employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Concessionaire, its officers, employees, subcontractors, licensees, invitees, and other persons.

The City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, whether real or alleged, which may now exist or which may hereafter arise upon the premises, responsibility for all such defects being expressly assumed by the Concessionaire. The

Concessionaire agrees that this indemnity provision applies to all claims, suits, demands, and actions arising from all premise defects or conditions.

The City and Concessionaire must provide the other prompt and timely notice of any event covered which in any way affects or might affect the Concessionaire or the City, and the City has the right to compromise and defend the same to the extent of its own interests.

Both the City and the Concessionaire expressly intend this Agreement's indemnity provision to require Concessionaire to indemnify and protect the City from the consequences of the City's own negligence with the City is participating in this Agreement where that negligence is a concurring cause of the injury, death, or damage. This Agreement's indemnity provision does not apply to any claim, loss, damage, cause of action, suit, and liability where the injury, death or damage results from the sole negligence of the City, unmixed with the fault of any other person or entity.

Section 13.2. Performance Bond. Within 30 days after award of this Agreement, Concessionaire shall furnish to the City, at Concessionaire's sole cost and expense, and shall keep in full force and effect during the complete term of this Agreement and for 30 days thereafter, a Performance Bond in the continuing penal sum of not less than one fourth of the minimum annual proposal amount inserted by proposer in Section 4.1.2 herein, guaranteeing full performance by Concessionaire of all of the terms, covenants and conditions herein, including, but not limited to, payment of the compensation specified herein.

Section 13.3. Bond Requirements. Said Bond shall be issued by a surety company authorized and licensed to transact business in the State of Texas; be for the amount stated above with the City of Abilene as obligee; and shall not be subject to cancellation or non-renewal except after the expiration of 30 day written notice by certified mail, return receipt requested, to the City of Abilene.

Section 13.4. Insurance. Concessionaire shall procure at its expense, and keep in effect at all times during the term of this Agreement, the following forms of insurance, naming the City of Abilene as additional insured:

***ANY CHANGES, ADDITIONS, OR DELETIONS TO REQUIRED INSURANCE COVERAGES WILL BE ISSUED IN AN ADDENDUM

Type	Amount
1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) And where the exposures exist: . Explosion, Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

Section 13.5. Special Insurance Conditions. The Concessionaire must maintain the types and amounts of required insurance throughout the term of the agreement. Concessionaire is solely responsible for providing a certificate of insurance evidencing the required coverage types and amounts. The City may terminate this contract if Concessionaire fails to timely comply with these requirements.

Required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City's Office of Risk

Management for their adequacy as to content, form of protection, and providing company.

Required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

Before the Notice to Proceed is issued for this contract, the Concessionaire must provide the City Secretary an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Concessionaire must furnish new certificates or copies of the policy before any existing certificate expires.

The required liability insurance and their certificates must:

1. Name the City as an additional insured with respect to operations for which this contract is made.
3. Provide for 30-day advance written notice of cancellation or material change.

Section 13.5. State Mandated Workers' Compensation Insurance Coverage

a. Definitions.

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City of Abilene.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any

such entity, or employees of any entity which furnishes persons to provide services on the project.

"Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b.** The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c.** The Contractor must provide a certificate of coverage to the City of Abilene prior to being awarded the contract.
- d.** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Abilene showing that coverage has been extended.
- e.** The Contractor shall obtain from each person providing services on a project, and provide to the City of Abilene:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City of Abilene will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f.** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g.** The Contractor shall notify the City of Abilene in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h.** The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City of Abilene in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services

By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Abilene that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on

proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Abilene to declare the contract void if the Contractor does not remedy the breach within 10 days after receipt of notice of breach from the City of Abilene.

ARTICLE XIV

FAA PROVISIONS

Section 14.1. Non-Discrimination. During the term of this Agreement Concessionaire shall comply with the following:

Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R., Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or

national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire shall use the premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R., Part 21, Non-discrimination in Federally Assisted Programs or the Department of Transportation, and as said Regulations may be amended.

Section 14.2. Civil Rights. Concessionaire assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Concessionaire or its transferee for the period which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon.

In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

Section 14.3. Just Services. Concessionaire agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair,

reasonable and not unjustly discriminatory prices for each unit of service; PROVIDED, that Concessionaire may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 14.4. Subordination to Agreements. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States and/or the State of Texas relative to the operation, maintenance, development, or administration of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal or State of Texas funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

ARTICLE XV
GENERAL PROVISIONS

Section 15.0. Other Provisions. The appearance of any provision in this section shall not diminish its importance.

Section 15.1. Assignment and Transfer Prohibited. Concessionaire shall not mortgage, hypothecate or otherwise encumber nor sell, assign, transfer or permit the use by any other, in whole or in part, except as provided herein, the concession rights herein granted without the prior written consent of the City. Any attempt to do so shall be voidable at the City's option and shall confer no right, title or interest in or to this Concession Agreement or right of use of the whole or any portion of the concession facilities upon any such assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

Section 15.2. Agreement Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the parties hereto. The term "concessionaire" shall include any assignee of Concessionaire on any assignment permitted and approved by the City.

Section 15.3. The City's Right of Access and Inspection. The City, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the concession premises for the purpose of inspecting the same, for observing the performance by Concessionaire of its obligations under this Agreement or for doing any act or thing which the City may be obligated or have the right to do under this Agreement, or otherwise, and no abatement of fees and charges shall be claimed by or allowed to Concessionaire by reason of the exercise of such right. The City shall not be obliged to inform Concessionaire that an inspection or observation is planned, or in progress.

Section 15.4. Compliance with Law. Concessionaire shall comply, at all times during the term of this Agreement, at its own cost and expense, with all applicable present and future ordinances and laws of the City, county, or state government or of the United States Government, and of any political division or subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances with respect to the uses hereunder or the Leased Premises. In addition, Concessionaire shall not allow any illegal activity to be conducted, to be operated, or to occur on any Airport area leased or assigned to Concessionaire.

Section 15.5. Reservation of Rights. Any and all rights and privileges not granted to Concessionaire by this Agreement are hereby reserved for and to the City.

Section 15.6. Governing Law and Venue. This Agreement is being negotiated, delivered and is intended to be performed in Taylor County, Texas and substantive laws of Texas will govern the validity, construction, and enforcement of this Agreement. Venue for any cause of action arising under this Agreement is Taylor County, Texas.

Section 15.7. Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 15.8. Severability. If one or more clauses, sections, or provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder and application hereof of such provision shall not be affected thereby.

Section 15.9. Conditions and Covenants. Each covenant herein is a condition, and each condition herein is as well a covenant by the parties bound thereby, unless waived in writing by the parties hereto.

The Invitation for Bids, Instructions to Bidders, including Concessionaire's certification form and affirmative action plan, the basic specification, including any addenda thereto, the affidavit of non-collusion and the bonds or other security deposits required under said instructions are a part of this Concession Agreement, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed.

Section 15.10. Disabled Access. Concessionaire will be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any Federal, State and/or local government entity and/or court regarding disabled access to improvements on the leasehold including any services, programs, or activities provided by Concessionaire. Concessionaire will be solely responsible for any and all damages caused by and/or penalties levied as the result of its non-compliance. Further, Concessionaire agrees to

fully cooperate with the City in its efforts to comply with Title 11 of the Americans with Disability Act of 1990.

Section 15.11. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, action superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

Section 15.12. Gender and Plural Usage. The use of any gender herein shall include all genders and the use of any number shall be construed as the singular or the plural, all as the context may require.

Section 15.13. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal, or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto. Concessionaire acknowledges that this Agreement supersedes and cancels any and all previous agreements on this matter between Concessionaire and the City.

Section 15.14. Co-partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting Concessionaire as an agent or representative of the City for any purpose or in any manner whatsoever.

Section 15.15. Development and Protection of The Airport. The City hereby reserves the following rights for the Airport.

Section 15.15.1. Airport Development. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Concessionaire, and without interference or hindrance.

Section 15.15.2. Airspace. The City hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or in the vicinity of the Airport, and the right to pursue the operations of same. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on any Leased Premises, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

Section 15.16. Amendments. All amendments to this Agreement shall be in writing and duly executed by all parties.

Section 15.17. License, Fees, and Taxes. Concessionaire shall take or obtain all licenses and/or permits as required by Federal, State, or Local law. Concessionaire shall pay any and all lawful taxes and assessments which during the term of this Agreement or any part thereof may become a lien upon or which may be levied by the State, County, the City or any other tax levying body, upon any and all of the Leased Premises of this Agreement, and upon any taxable interest of Concessionaire acquired in this Agreement, as well as all taxes on taxable property, real or personal, owned by Concessionaire in or about said Leased Premises, but deferment of payment of any tax by Concessionaire shall not constitute a default or breach of this Agreement during the time Concessionaire is contesting in good faith the payment of said tax before any duly constituted authority, and pending the final determination of such contest.

Section 15.18. Compliance with Federal Aviation Regulations (FAR). Concessionaire agrees to comply at all times with Federal Aviation Regulations,

including Part 107 and Part 139, the City's policies, regulations and ordinances, the City's Federal Aviation Administration approved Airport Security Program, and any other applicable rules and regulations.

Concessionaire further agrees that any fines levied upon the City, its officers, employees, agents, and members of the City's boards and commissions pursuant to enforcement of Federal Aviation Regulations due to acts or omissions by Concessionaire, Concessionaire's agents, servants, employees, independent contractors, or patrons shall be borne by Concessionaire.

Section 15.19. War or National Emergency. During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

Section 15.20. Subordination to Bond Ordinance. This Agreement shall be subordinate to the provisions of any Airport Bond Resolution enacted by the City. In the event of any conflicts between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

Section 15.21. Americans with Disabilities Act (1990). Concessionaire agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regards to Concessionaire's operations and Leased Premises on the Airport.

Section 15.22. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms conditions or requirements of this

Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which Concessionaire has put the concession premises.

Section 15.23. Paragraph and Section Headings. The paragraph and section headings appearing herein are for the convenience of the City and Concessionaire, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Concession Agreement.

Section 15.24. Security - General. Concessionaire shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state and/or local governmental entity regarding airfield security.

Section 15.25. Security - FAA. Concessionaire shall be responsible for the maintenance and repair of gates and doors that are located on the demised premises or controlled by Concessionaire. Concessionaire shall comply fully with applicable provisions of the Federal Aviation Administration Regulation, 14 C.F.R., Part 107 including the establishment and implementation of procedures acceptable to the City to control access from the demised premises to the Air Operations Areas (AOA), in accordance with the Airport Security Program required by the Federal Aviation Regulation Part 107.

Section 15.26. Notices. Notices required herein shall be given by certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee 96 hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

The City: Airport Manager
2733 Airport Parking Circle
Abilene, TX 79602
915-676-6368

With a Copy To: Office of the City Manager
555 Walnut Avenue
Abilene, TX 79604

Concessionaire: _____

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate copies as of the date first mentioned at Abilene, Texas.

CITY OF ABILENE

ATTEST

By: _____
Mayor

By: _____
City Secretary

APPROVED:

City Attorney

Risk Manager

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of the City of Abilene, Texas, a municipal corporation on behalf of the City of Abilene, Texas.

Notary Public, Taylor County Texas

Typed/Printed Name of Notary
My Commission Expires: _____

LESSEE:

ATTEST:

By: _____

Title: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of
_____, 200_ , by _____

Corporation, on behalf of said Corporation.

Notary Public

_____ County, _____

Typed/Printed Name of Notary

My commission expires: _____

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE OR COPY OF POLICY

The Concessionaire must provide either four (4) copies of an approved Certificate of Insurance or four (4) copies of the insurance policy or policies which complies with insurance provisions within this Contract for insertion into the contract.

The City of Abilene shall be named as additional insured on required insurance policies and waive subrogation as to worker's compensation.

CERTIFICATE OF INSURANCE

BID BOND

_____ as Principal, and
_____ as Surety are firmly bound to the City of Abilene,
Texas, in the penal sum of \$_____ for the payment of which we jointly and
severally bind ourselves, successors and assigns.

The Principal has submitted to the City of Abilene a certain bid, incorporated here
by reference, to enter into a contract in writing for **REQUEST FOR BIDS FOR AN
ON-AIRPORT CAR RENTAL CONCESSION AT THE ABILENE REGIONAL
AIRPORT.**

If the bid is rejected, this obligation is void.

If the bid is accepted, and the Principal properly executes and delivers a contract
in the form of the contract referenced in the Contract Documents and corresponding with
Principal's bid, and furnishes acceptable Performance and Payment Bonds as required by
the Contract Documents, and in all other respects performs the agreement created by the
City's acceptance of the bid, then this obligation is void; otherwise, the same remains in
force and effect. It is expressly understood that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the stated penal amount of this obligation.

The Surety, for value received, stipulates that obligations of said Surety and its
bond are not affected by any extension of time within which the City may accept the bid;
and the Surety waives notice of any such extension.

We, Principal(s) and Surety(s), have signed and sealed this instrument:

Date: _____, 2000

Date: _____, 2000

(Principal)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(Name - typed)

SURETY'S SEAL

(Title - typed)

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of Texas.

STATUTORY PERFORMANCE BOND

STATE OF TEXAS § STATUTORY PERFORMANCE BOND
§ PURSUANT TO TEX. GOV'T CODE ANN.
§ Section 2253.021 (Vernon 1994)
COUNTY OF TAYLOR §

as Principal(s), and _____

as Surety(s) are bound to the City of Abilene, Texas, ("Obligee") in the sum of \$_____ lawful money of the United States. By this document, they bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, to pay this amount.

On _____, 2000, the Principal entered into a written contract with the Obligee for **ON-AIRPORT RENTAL CAR CONCESSION AT THE ABILENE REGIONAL AIRPORT**, which contract is incorporated by reference for all purposes. The Principal is required by law to execute a bond in the contract amount before beginning work.

If the Principal faithfully performs the work according to the Contract Documents, including any performance required of the Principal for a period of one year after the date of final acceptance of the work, under guarantees furnished the Obligee, then this obligation is void; otherwise, it remains in full force.

This bond is executed under the provisions of TEX. GOV'T CODE ANN. § 2253.001, *et. seq.* (Vernon 1994), as amended, and all liabilities on this bond shall be determined according to the provisions of that Code.

Surety, for value received, stipulates that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder.

We, Principal(s) and Surety(s), have signed and sealed this instrument:

_____, 2000

(Principal)

By:

(Signature)

(Name - typed)

(Title - typed)

The undersigned surety company represents that it is authorized to do business in Texas, and designates _____ its agent in Taylor County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Surety consents to venue in Taylor County, Texas.

_____, 2000

(Surety)

(Signature of Attorney-in-Fact)

By:

(Signature)

(Typed Name of Attorney-in-Fact)

SURETY'S SEAL

NOTE: If signed by an officer of the Surety Company, the Surety Company must submit a certified extract from the by-laws showing that this person has authority to sign the bond. If signed by an Attorney-in-Fact, a copy of the Power of Attorney must be attached to this bond.

(Note: Date of Bonds must not be before Contract date)

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION: REQUEST FOR BIDS FOR AN ON-AIRPORT CAR RENTAL CONCESSION AT THE ABILENE REGIONAL AIRPORT.

The City of Abilene has considered your Bid response to the Invitation for Bids dated _____, 2000, for the project listed above.

The City of Abilene accepts your Bid in the amount of _____.

The Instructions to Bidders require you to execute the Contract and furnish applicable bonds and insurance documents within 15 days from the date of this Notice of Award. If you fail to timely fulfill these obligations, the City is entitled to regard your failure as a forfeiture of any rights which might arise by the City's accepting your Bid. Your failure entitles the City to collect on your Bid Bond, to contract with another Bidder, and to all other rights as may be granted by law.

You must return a signed copy of this Notice of Award to the City.

ACCEPTANCE OF NOTICE

THE CITY OF ABILENE, TEXAS

Date: _____
Bidder acknowledges
receiving the Notice of Award.

By: _____
(Signature)

By: _____
(Signature)

Richard S. Crider, A.A.E.
Name-Typed or Printed

Title: Airport Manager

Name - Typed or Printed

Title: _____

Federal Tax ID #: _____

GENERAL REQUIREMENTS AND COVENANTS

DEFINITIONS

1. Wherever used in the Contract Documents, these terms have the meanings indicated. The singular includes the plural.
2. Addendum - Written or graphic instruments issued before the Contract is executed to modify, interpret, clarify or correct the Contract Documents.
3. Bid - Bidder's written offer on the City's form stating prices for Work to be performed.
4. Bidder - Any person, firm or corporation submitting a Bid for the Work.
5. Bond - Security instruments, including Bid, Performance and Payment, that Contractor and Contractor's surety must furnish to the City.
6. The City or Owner – The City of Abilene, Texas.
7. Contract Documents - Collectively, the Invitation for Bids, Instructions to Bidders, Bid, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Supplementary Conditions, Special Conditions, Notice of Award, and all Addenda.
8. Notice of Award - Written notice from the City to the successful Bidder accepting the Bid.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

MINORITY AND WOMEN BUSINESS ENTERPRISES

The City of Abilene hereby notifies all bidders that, in regard to any contract entered into pursuant to this advertisement, Minority and Women Business Enterprises (M/HUB) will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in consideration for an award.

Technical assistance will be available to M/HUB through the Community & Economic Development Department.

SALES TAX

The City qualifies as an exempt agency, under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or the City sales taxes on materials incorporated into the project. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and must issue a resale certificate complying with the Tax Act, as amended, when purchasing incorporated materials.

The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this Project.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

The Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor--not City--must verify eligibility for employment as required by IRCA.

INDEBTEDNESS STATEMENT

Concessionaire agrees that no payments by him of any nature whatsoever to the City, the Abilene Independent School District, Taylor County, or the West Center Texas Municipal Water District, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

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

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

APPENDIX I

HISTORICAL PASSENGER ENPLANEMENT ACTIVITY

1976 - 1999

APPENDIX II

RENTAL CAR REVENUES

1991 – TO PRESENT