



2828 Walker Field Dr., Suite 301  
Grand Junction, CO 81506

## Invitation for Bids

## On-Airport Rental Car Concessions

## Schedule of Events

IFB Issued	October 10, 2024	
Pre-Bid Meeting	November 14, 2024	11:00am MT
Deadline to Submit Questions	November 19, 2024	
Response to Written Questions	November 27, 2024	
Proposals Due	December 18, 2024	2:00pm MT

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## INSTRUCTIONS TO BIDDERS

### **I. OPPORTUNITY**

The Grand Junction Regional Airport Authority ("Authority") is the owner and operator of the Grand Junction Regional Airport ("Airport"), located in Grand Junction, Colorado. The Authority is seeking competitive bids from all responsive, responsible bidders desiring to operate and manage one of the three established rental car concessions and associated facilities available on Airport, and one rental car concession for which the Authority has designated a space but has not yet developed the associated facilities. In short, the Authority intends to award agreements to at least three, but no more than four, on-Airport rental car concessions.

### **II. BACKGROUND INFORMATION**

A. The present concessionaires operating rental car concessions on the Airport are Avis Budget Car Rental, LLC ("Avis/Budget"), The Hertz Corporation d/b/a Hertz and Dollar Rent A Car ("Hertz"), Enterprise Leasing Company of Denver, LLC d/b/a Enterprise Rent-A-Car ("Enterprise"), and Enterprise Leasing Company of Denver, LLC d/b/a National Car Rental and Alamo Rent a Car ("National"). Under the current contracts, these companies are required to pay the Authority the greater of (i) the Minimum Annual Guarantee, or (ii) ten (10) percent of their annual Gross Receipts (the "Concession Fee"). The Gross Receipts and Concession Fee of each company for the previous six (6) years are shown below.

<b>Rental Car Gross Receipts</b>						
<b>Contract Year</b>	<b>Avis/Budget</b>	<b>Hertz</b>	<b>National</b>	<b>Enterprise</b>	<b>Total</b>	
2018	\$ 2,552,026	\$ 2,562,524	\$ 2,041,622	\$ 1,837,412	<b>\$ 8,993,584</b>	
2019	\$ 2,864,423	\$ 2,785,875	\$ 2,094,433	\$ 1,651,976	<b>\$ 9,396,707</b>	
2020	\$ 1,881,662	\$ 1,560,842	\$ 1,490,308	\$ 1,444,803	<b>\$ 6,377,615</b>	
2021	\$ 3,973,069	\$ 3,687,891	\$ 2,111,199	\$ 2,097,032	<b>\$ 11,869,191</b>	
2022	\$ 4,320,964	\$ 3,852,950	\$ 1,777,928	\$ 1,566,165	<b>\$ 11,518,007</b>	
2023	\$ 4,085,060	\$ 3,308,462	\$ 2,333,448	\$ 2,264,256	<b>\$ 11,991,226</b>	
<b>Total</b>	<b>\$ 19,677,204</b>	<b>\$ 17,758,544</b>	<b>\$ 11,848,938</b>	<b>\$ 10,861,644</b>	<b>\$ 60,146,330</b>	

<b>Rental Car Concession Fees</b>						
<b>Contract Year</b>	<b>Avis/Budget</b>	<b>Hertz</b>	<b>National</b>	<b>Enterprise</b>	<b>Total</b>	
2018	\$ 255,203	\$ 256,252	\$ 204,162	\$ 183,741	<b>\$ 899,358</b>	
2019	\$ 286,442	\$ 278,588	\$ 209,443	\$ 165,198	<b>\$ 939,671</b>	
2020	\$ 188,166	\$ 156,084	\$ 149,031	\$ 144,480	<b>\$ 637,761</b>	

2021	\$	397,307	\$	368,789	\$	211,120	\$	209,703	\$	<b>1,186,919</b>
2022	\$	432,096	\$	385,295	\$	177,793	\$	156,617	\$	<b>1,151,801</b>
2023	\$	408,506	\$	330,846	\$	233,345	\$	226,426	\$	<b>1,199,123</b>
<b>Total</b>	<b>\$</b>	<b>1,967,720</b>	<b>\$</b>	<b>1,775,854</b>	<b>\$</b>	<b>1,184,894</b>	<b>\$</b>	<b>1,086,165</b>	<b>\$</b>	<b>6,014,533</b>

B. The Airport is currently served by the following commercial airlines: Allegiant Air, American, United, and Breeze Airways. Following is enplanement and deplanement information (scheduled air carrier, diversion and charters) at the Airport for the previous six (6) years:

Year	2023	2022	2021	2020	2019	2018
<b>Total Enplanements</b>	251,310	228,782	262,290	145,854	268,060	238,685
<b>Total Deplanements</b>	257,645	231,260	261,145	148,423	282,976	249,193
<b>Total Passengers</b>	<b>508,955</b>	<b>460,042</b>	<b>523,435</b>	<b>294,277</b>	<b>551,036</b>	<b>487,878</b>

C. In providing these figures to the bidder, the Authority makes no warranties or representations as to their accuracy, or as to the level of future enplanements anticipated at the Airport for calendar year 2024 and beyond. Prospective bidders are advised that future enplanements at the Airport will be affected by factors beyond the Authority's control, including but not limited to changes in the various airlines servicing the Airport and changes in the national and local economy. By submitting its Proposal, the bidder warrants and represents that it has not relied on any warranties or representations by the Authority as to past or future enplanements, or as to other factors relevant to the future use of the Airport in formulating its Proposal, and that it has exercised its own judgment as to future enplanements, and the future use of the Airport, in formulating the same.

### III. DESCRIPTION OF THE OPPORTUNITY

#### A. Premises and Space Allocation

- a. Award of a Concession Agreement grants the successful bidder the right to three distinct spaces at the Airport:
  1. Ticket Counter and Office Space: Each successful bidder who executes a Concession Agreement (a "concessionaire") shall be assigned one of four (4) rental car office and ticket counter positions located in the Airport's Terminal Building (the "Terminal"). The square footage and general location of each office and ticket counter position are shown in **Attachment 1**, attached hereto.
  2. Ready/Return Parking Area: The Authority shall assign to each concessionaire parking spaces located near the Terminal, from which

the successful bidders may park and store their rental car fleet. There are presently one hundred and fifty-six (156) ready/return spaces, which will be allocated equally among concessionaires in four parking blocks. The general location of this Parking Area and the four parking blocks are shown on **Attachment 2**. The Authority has additional spaces designated as an overflow area adjacent to the Ready/Return Parking Area, which are assigned on an as-needed, temporary basis.

### 3. Rental Car Service Area

1. The (3) three highest ranked bidders under this IFB will be entitled to one of three (3) Rental Car Service areas, the location of which is shown on **Attachment 3**, attached hereto. Each of the Service Areas is equipped for servicing, fueling, and cleaning rental car fleets.
  2. The fourth ranked bidder will be entitled to presently undeveloped space shown on **Attachment 3**. This fourth service area will be developed in consultation with the Authority and will be financed and constructed by the Authority on a schedule to be determined by the Authority.
- b. Space Allocation. All the spaces described above will be assigned to each successful bidder by the Authority on the following basis:
1. If an incumbent concessionaire becomes a successful bidder under this IFB, the incumbent concessionaire will retain its current Ticket Counter, Office Space, and Rental Car Service Area.
  2. Each concessionaire's specific parking block within the Ready/Return Parking Area will be determined by ordinal ranking under this IFB (i.e., first place ranking gets first choice of parking block, second place gets second choice, etc.).

### B. Branding

- a. Each bidder may only submit one bid, and if successful, occupy one Ticket Counter and Office Space, Ready/Return Parking Area and Rental Car Service Area. Bidders wishing to offer "multi-branding" may only be represented by one bidder, only occupy one allocated space, and offer no more than three distinct brands. Each bidder must state in its bid the specified brands it intends to operate from the leased premises. Any additional brands not specified in the bid will not be permitted to operate from the leased premises during the term of the contracts awarded pursuant to this IFB, unless approved by the Authority.

### C. Contract Terms and Conditions

- a. The rental car concessions will be governed by individual contracts between the successful bidders and the Authority. In the event of conflict between the Concession Agreement and the IFB, the Concession Agreement shall control.

The form of Concession Agreement is attached to this IFB as **Attachment 4**. All rights, privileges, and obligations of each successful bidder with respect to the concession awarded shall be exercised in accordance with the terms and conditions of an executed Concession Agreement.

- b. Mandatory terms and requirements of the Concession Agreement are neither restated nor summarized in this IFB. Each potential bidder is advised to review the form of Concession Agreement and to thoroughly understand its terms prior to bidding or choosing not to bid. Bidders should be prepared to fully comply with the terms thereof, including but not limited to those related to Non-Discrimination requirements, Airport Concession Disadvantaged Business Enterprise goals and reporting requirements, and Americans with Disabilities Act requirements.
- c. The Concession Fee, rents, and other fees to be paid by concessionaires are detailed in Section 6 of the Concession Agreement. The successful bidders shall pay the Authority monthly as compensation for use of the Airport facilities and other rights, licenses and privileges granted to it, a Concession Fee, Terminal counter/office space rent, ready/return parking area rent, and service area rent.
- d. The term of the Concession Agreement shall be five (5) years with two (2) one (1) year extension options, subject to earlier termination in accordance with the Concession Agreement. During the term of the Concession Agreement, the Authority shall not permit more than four rental car concessions to operate simultaneously at the Airport at any given time. However, if the Authority executes fewer than four rental car concession agreements pursuant to this IFB, or if the Authority terminates a concessionaire's rights because of concessionaire's default under its Concession Agreement, the Authority reserves the right, but shall not be obligated, to award a rental car concession to any other party whomsoever, upon terms and conditions acceptable to the Authority, provided that no more than four concessionaires are operating from the Airport at any one time.
- e. The Authority imposes a Customer Facility Charge ("CFC") on rental car customers, to be collected by concessionaires, held in trust for the benefit of the Authority, and remitted to the Authority for authorized purposes. The Authority reserves the right to adjust the CFC during the term of the Concession Agreement. Concessionaires may identify the CFC as a separate charge on its estimates, invoices and receipts for rental car customers.
- f. With respect to existing facilities, any and all space to be provided by the Authority will be accepted by the concessionaire in an "as is" condition. The Authority shall have no responsibility to improve or repair any parking, service, or Terminal space, or to remove the personal property of a predecessor concessionaire.
- g. All vehicles provided by concessionaires must be current year or the preceding year's models available from the manufacturer and must be kept in good and

safe operating order and repair.

#### **IV. PRE-BID CONFERENCE**

- A. An optional pre-bid conference will be held on November 14, 2024, 11:00am MT, in the third-floor conference room of the Airport Terminal Building at 2828 Walker Field Drive, Grand Junction, CO 81506. The meeting will be held in person and can be attended virtually. The Authority will offer a tour of the relevant portions of the Airport for those attending in person at the conclusion of the Pre-Bid Conference. Interested parties may attend online through the Zoom platform. Bidders are encouraged to attend the Pre-Bid Conference but are not required to attend this meeting.

Link: <https://us02web.zoom.us/j/82920851198>

Meeting ID: 829 2085 1198

Phone number: (719) 359 4580

- B. Any questions or inquiries related to this solicitation must be made in writing and submitted no later than 4:00 p.m. mountain time, November 19, 2024. Questions received after the stated deadline will not be answered. It is required that all questions are submitted through BidNet® or sent by electronic mail to the following contact: Grand Junction Regional Airport, Attention: Cameron Reece via email at: [creece@gjairport.com](mailto:creece@gjairport.com). Any corrections or changes, if required, will be provided in a written addendum. The Authority and Airport Administration will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing. It is anticipated that a clarification/addendum needed to address questions submitted to the Airport Administration shall be sent to all entities who have requested and received these bid documents on or about November 27, 2024. Prospective Bidders shall be responsible for identifying any exceptions to the Bid Forms or Concession Agreement by November 19, 2024. Exceptions will not be considered if part of a bid. The Authority may elect to respond to noted exceptions in the addendum.

#### **V. INSTRUCTIONS RELATING TO THE BIDDING PROCEDURE**

##### **A. General Information**

1. By submitting its Proposal, each bidder warrants and represents that it has read and understands the bid documents, including, but not limited to, the instructions for submitting bids and the Concession Agreement. A bidder's failure to review, or the misunderstanding of the Concession Agreement or bid documents will not relieve the bidder of any obligations contained in the Contract or bid documents. Bidders shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provisions of the Concession Agreement or the bid documents.
2. By submitting its Proposal, the bidder further warrants and represents that it has and that it has visited, or had sufficient opportunity to visit, the Airport to obtain satisfactory and sufficient first-hand information of the existing site conditions of the Terminal rental car office and ticket counter areas, rental car ready/return parking areas, and rental car service areas, and has not relied on any warranties or

representations by the Authority regarding the site conditions or develop-ability of the various service areas.

3. The bidder understands and agrees that the bidder shall not hold the Authority responsible should an improved or unimproved service area leased by bidder hereunder prove to be more difficult to develop or further develop than bidder anticipated at the time it submitted its Proposal. In this regard, bidders are advised that should they elect to improve or develop any of the service areas, and should the Authority, in its sole discretion, authorize improvements on said service area, the successful bidder involved shall be responsible for all costs of developing the service area, including all costs of bringing required utilities to the service area.

B. Preparation and Submission of Proposals

**Each bid submission shall include the following items as required:**

1. **BID FORM.** Proposals must be submitted on the Bid Form attached as **Attachment 5** to this IFB. Bidders shall not make any modifications to the bid form contained in the Bid Documents, nor make any declarations or representations other than those requested on the Bid Form. Should the bidder make such modifications or additional declarations or representations, the bidder's Proposal shall be deemed irregular and may be rejected by the Authority.
2. **AFFIDAVIT OF NON-COLLUSION.** Each bidder must submit with its Proposal a completed Affidavit of Non-Collusion in the form annexed as **Attachment 6** to this IFB. Each affidavit must be signed and sworn to by an authorized representative of the bidder.
3. **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) FORM.** Each bidder must complete this form as **Attachment 7** to this IFB. If bidder is not a certified ACDBE or does not subcontract with any certified ACDBE's, please mark form with N/A. There are no requirements to make any submittal of anticipated ACDBE performance with the bid.

C. Bid Submission and Additional Instructions

1. Bidders shall submit electronically one (1) copy of the proposal to the Rocky Mountain e-purchasing system (BidNet®). Once submitted, all copies shall become property of the Authority. Bids shall be marked: "ON-AIRPORT RENTAL CAR CONCESSIONS FOR GRAND JUNCTION REGIONAL AIRPORT AUTHORITY". Sealed Bids will be received no later than 2:00 p.m., local time, November 21, 2024. Any proposals received after this time will be considered non-responsive. Faxed proposals will not be accepted. Bidders shall assume full responsibility for delivery of their Proposals to the Airport Administration's office prior to the closing time designated for receipt of bids. Proposals received by the Authority after the closing time for receipt of bids will be returned unopened. Multiple bids from the same entity will not be accepted and will not be opened.
2. Title VI Solicitation Notice. The Authority, in accordance with the provisions of Title



VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**D. Airport Concession Disadvantage Business Enterprises**

1. Per the regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Authority that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Authority. A successful Bidder shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. The Airport's overall goal for car rentals during the period beginning FY2024 and ending FY2025 is the following: 1.62% of the total goods and services purchased for car rental operations at the Airport. A new goal will be established in 2025 for the period beginning FY2025 and ending FY2028.
2. If a selected Bidder is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Bidder shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Bidder for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

**VI. BID AWARD AND ALLOCATIONS**

**A. Bid Opening**

Every bid received prior to the scheduled closing time for the receipt of bids will be publicly opened and read aloud at approximately 2:30pm, December 18, 2024 in the Conference Room located at the Airport 2828 Walker Field Dr, Grand Junction, CO 81506. At the opening of the bids, only the names of the Bidder and the proposed Guaranteed Minimum Concession Fee for all three (3) contract years will be read. A Virtual Bid Option is available through the Zoom platform.

Link: <https://us02web.zoom.us/j/83233692059>

Meeting ID: 832 3369 2059

Phone number: (719) 359 4580

## B. Criteria for Awarding Concession Rights

1. Subject to conditions and reserved rights contained herein, the highest four qualified bids from qualified bidders shall be selected to operate an on-Airport rental car concession serving the Airport. The selected bids will be ranked on the basis of the highest total Minimum Annual Guarantees, as defined in the Concession Agreement, over the three-year contract period. The highest three qualified bidders will be selected to operate in the presently existing rental car service areas, while the fourth highest qualified bidder will be selected for the undeveloped service area.
2. Each bidder must specify the Minimum Annual Guarantee for each year of the Concession Agreement. When computing Minimum Annual Guarantees, each bidder must ensure the Minimum Annual Guarantee for any succeeding year will not be less than the Minimum Annual Guarantee for the preceding year. In determining whether to offer an opportunity to the bidder ranked fourth, the Authority will consider whether the amounts of the proposed Minimum Annual Guarantees are sufficient to justify the cost of designing and constructing a new service area.
3. Each bidder may only submit one bid, and if successful, occupy one office and counter position, ready/return, and service facility area. Bidders wishing to offer “family branding” may only be represented by one bidder and only occupy one office, counter position, ready/return, and service facility area. Each bidder must state in its bid the specified brands it intends to operate from the Airport. Any additional brands not specified in the bid will not be permitted to operate from the Airport during the term of the Concession Agreement.
4. Affiliated companies, which retain separate nationwide brand identities and in all respects are separate legal entities, shall not be precluded from bidding, so long as each such bidder files the Required Affidavit of Non-Collusion annexed as **Attachment 7**, and complies with the terms thereof.

## C. Reservations of the Authority

1. The Authority reserves the right to reject all, or portions of any or all, proposals. The Authority may, at its sole discretion, withdraw this IFB, re-advertise, extend deadlines, waive irregularities and technicalities, or modify or amend any and provisions herein. The Authority reserves the right to decline to offer an opportunity to bidders of any ordinal ranking. The Authority will not pay for any information herein requested, nor is it liable for any costs incurred by the participating bidder. The Authority reserves the right to extend the Proposal submittal date if needed. All changes and/or clarifications will be distributed to all those indicating interest in this IFB in the form of written addenda. Any award as a result of this procurement shall be contingent upon the execution of an appropriate contract.
2. In addition to the above, the Authority may disqualify any bidder if evidence of collusion among the bidder and another or other bidders is found; there has been an attempt to exert influence by a bidder on any member of the Authority Board or the Airport staff, including the offering of any gift or thing of value, or; the bidder is in

default or in arrears under any existing agreement with the Authority, or any other governmental entity.

3. The Authority is a political subdivision of the state of Colorado and, as a result, the proposal and other documents associated with this procurement may become public records subject to disclosure under the Colorado Open Records Act (C.R.S. Title 24, Art. 72) upon submission to the Authority. Each bidder shall be responsible for identifying any information in its submittal that it believes is subject to an exception from disclosure under state law.

D. Procedures for Execution of Concession Agreement by Successful Bidders

1. By submitting its Proposal, each bidder agrees to keep its Proposal open for a period of ninety (90) days following the date the Proposals are opened by the Authority. Promptly after bid opening, the Airport Administration shall provide written notice to those bidders whose Proposals will be recommended to the Authority for acceptance. Failure of a bidder to keep its proposal open for ninety (90) days may result in the Authority deeming the bidder's Proposal to be null and void.
2. Each successful bidder then shall have thirty (30) days from the date of said notice to execute the Concession Agreement, in the precise form of the Concession Agreement contained in the bid documents, as said Agreement may have been modified by addenda issued prior to the opening of bids, and to deliver (via mail, overnight express or hand-delivery) the Concession Agreement, as so executed, to the Authority. Should the successful bidder fail to so execute and deliver the Concession Agreement to the Authority within the thirty (30) day period, the Authority may, but shall not be obligated to, deem the successful bidder's Proposal and Concession Agreement to be null and void.
3. In such event, the Authority thereafter may, but shall not be obligated to, offer the concession operating rights to the submitter of the Proposal that the Authority determines represents the next highest Minimum Annual Guarantees, pursuant to the criteria set forth in Paragraph B.2. above, subject to the Authority's discretionary right to offer the concession's operating rights to a different bidder. This next successful bidder shall then have ten (10) days from the forwarding of notice of the Authority's acceptance of its Proposal to execute the Concession Agreement in the precise form of the Concession Agreement contained in the bid documents, as said Concession Agreement may have been modified by addenda issued prior to bid openings, and to mail or hand-deliver the Concession Agreement, as so executed, to the Authority. Should said next successful bidder fail to execute and return the Concession Agreement to the Authority within the requisite ten (10) day period for acceptance, the Authority may deem said bidder's Proposal and Concession Agreement to be null and void.

**VII. MISCELLANEOUS MATTERS**

A. Independence & Right to Modify Concession Agreements In The Future

After the Authority and a successful bidder have executed the Concession Agreement in

the form contained in the bid documents, as the same may have been amended by addenda issued prior to the opening of bids, said Concession Agreement shall be deemed independent of the Concession Agreement the Authority executes with any other successful bidder. The Authority and the successful bidder may thereafter modify the Concession Agreement they have executed, without the Authority being under any obligation to modify, or to offer to so modify, the Concession Agreements it has executed with other successful bidders, unless the Authority must so modify or offer to so modify the other Concession Agreements in accordance with applicable federal and/or state law extant at the time of said modification.

B. Bid Documents Incorporated by Reference into Concession Agreement

The bid documents shall be deemed incorporated into, and a part of, the Concession Agreements to be executed by the successful bidders.

C. Notices

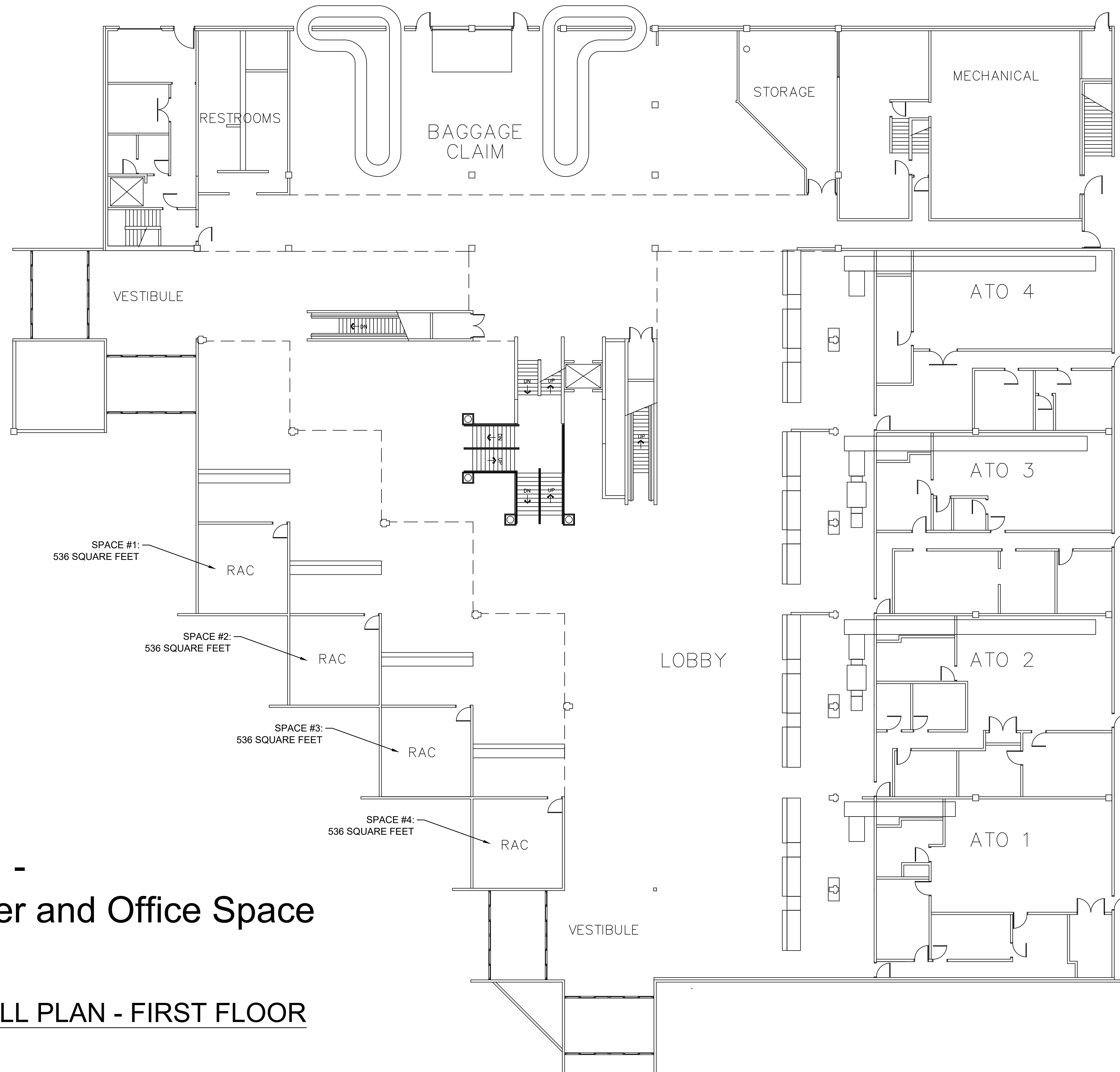
Except with respect to the bidders' Proposals, all notices or advisements required by these Instructions to Bidders shall be made by hand-delivery or by prepaid overnight express service. All notices to the Authority shall be delivered to:

**MAIL OR HAND-DELIVERY**

Attn: Cameron Reece  
Grand Junction Regional Airport Authority  
2828 Walker Field Dr., Ste 301  
Grand Junction, Colorado 81506

All notices to prospective bidders shall be hand-delivered or sent to the bidders at their addresses on file with the Airport Administration Office. Notwithstanding the foregoing, in order to be deemed timely received, a bidders' Proposal must be physically received by the Authority prior to the time published for the closing of receipt of Proposals.

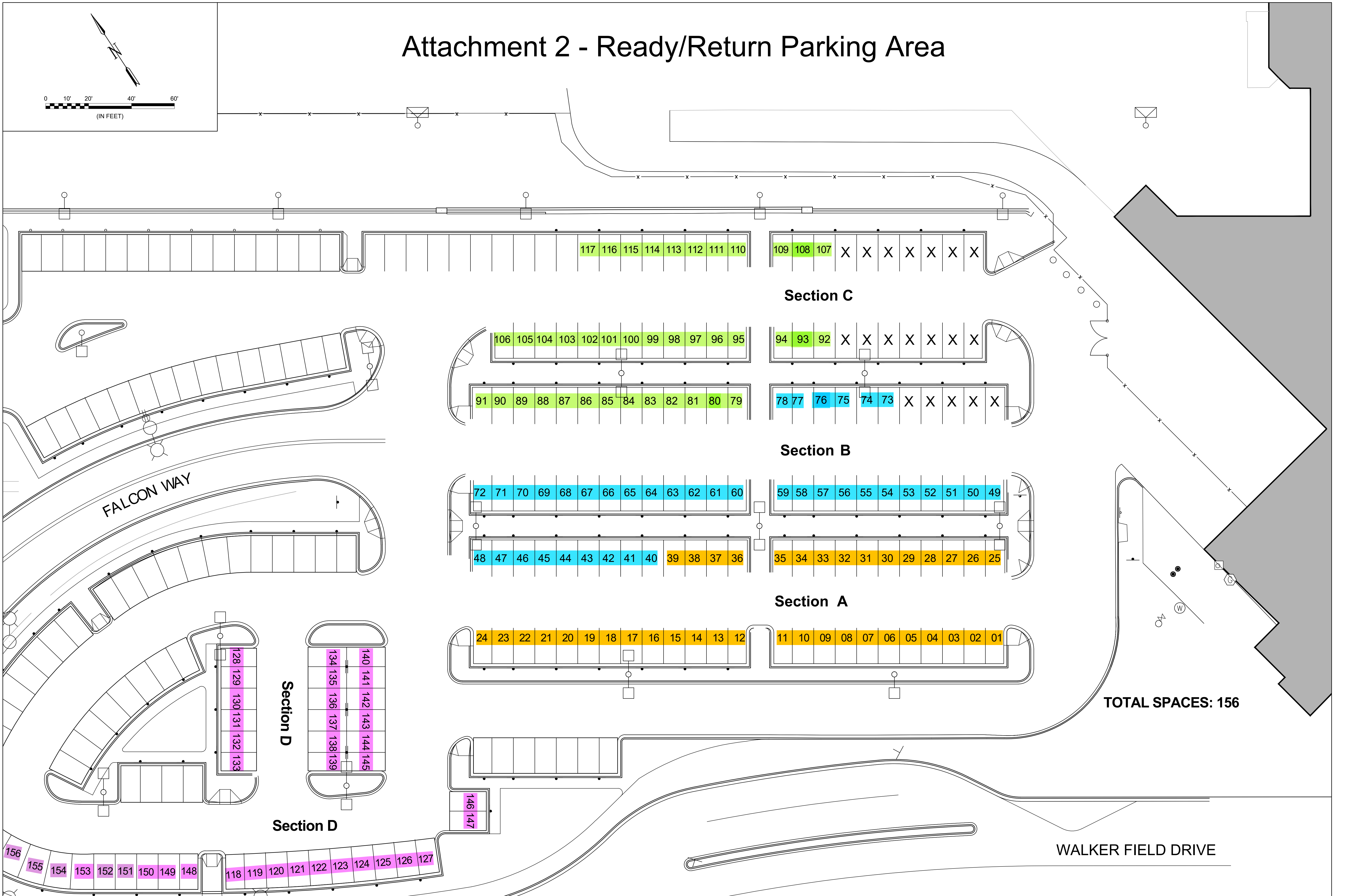
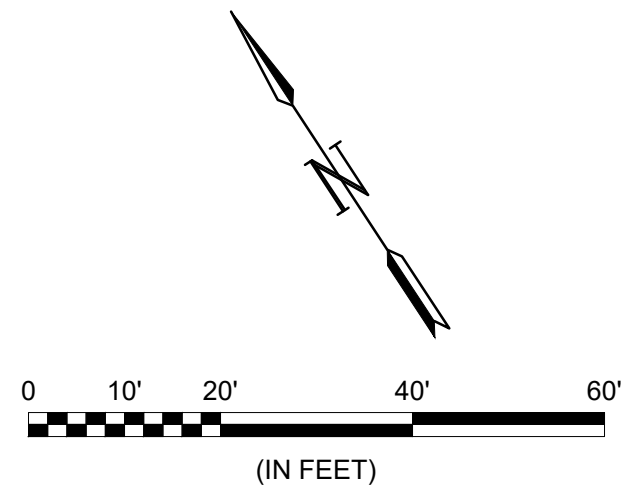
[END OF INSTRUCTIONS TO BIDDERS. ATTACHMENTS FOLLOW.]



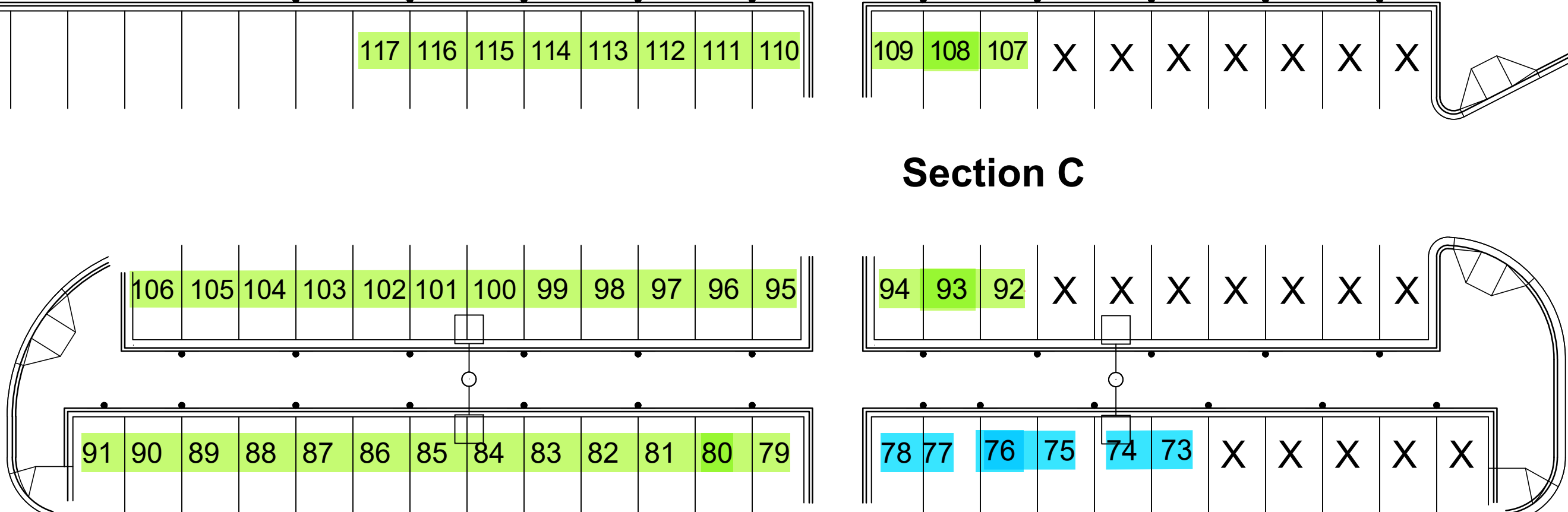
**Attachment 1 -  
Ticket Counter and Office Space**

OVERALL PLAN - FIRST FLOOR

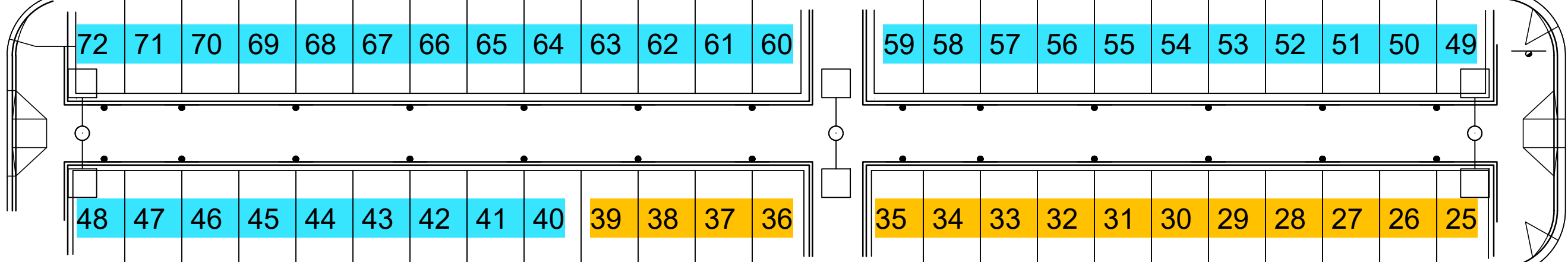
# Attachment 2 - Ready/Return Parking Area



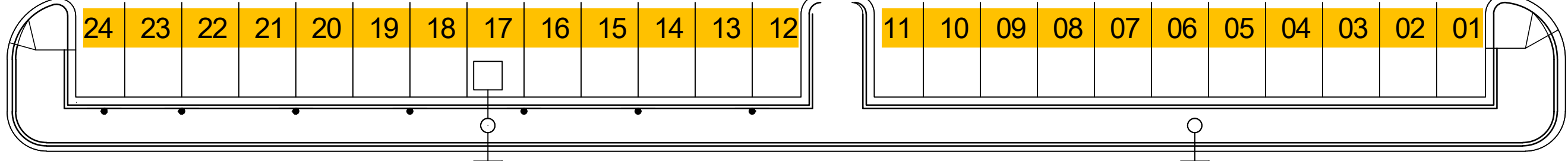
**Section C**



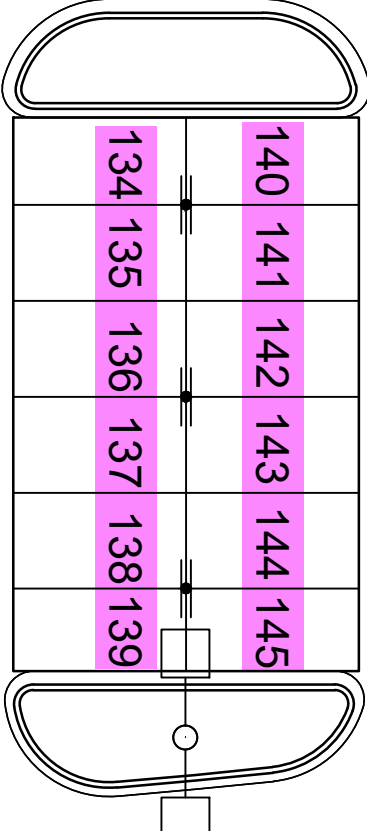
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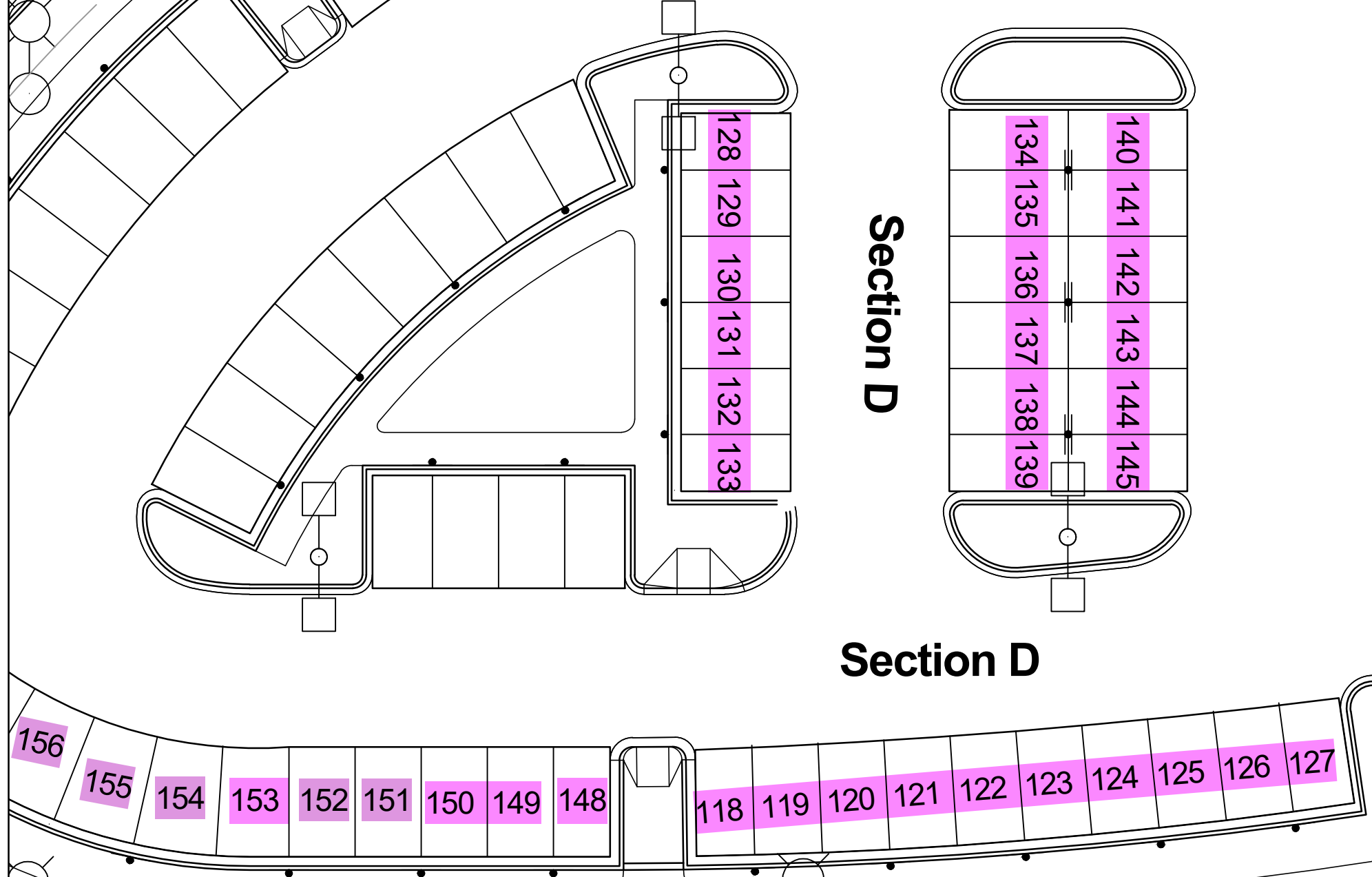
**Section A**



**Section D**



**Section D**

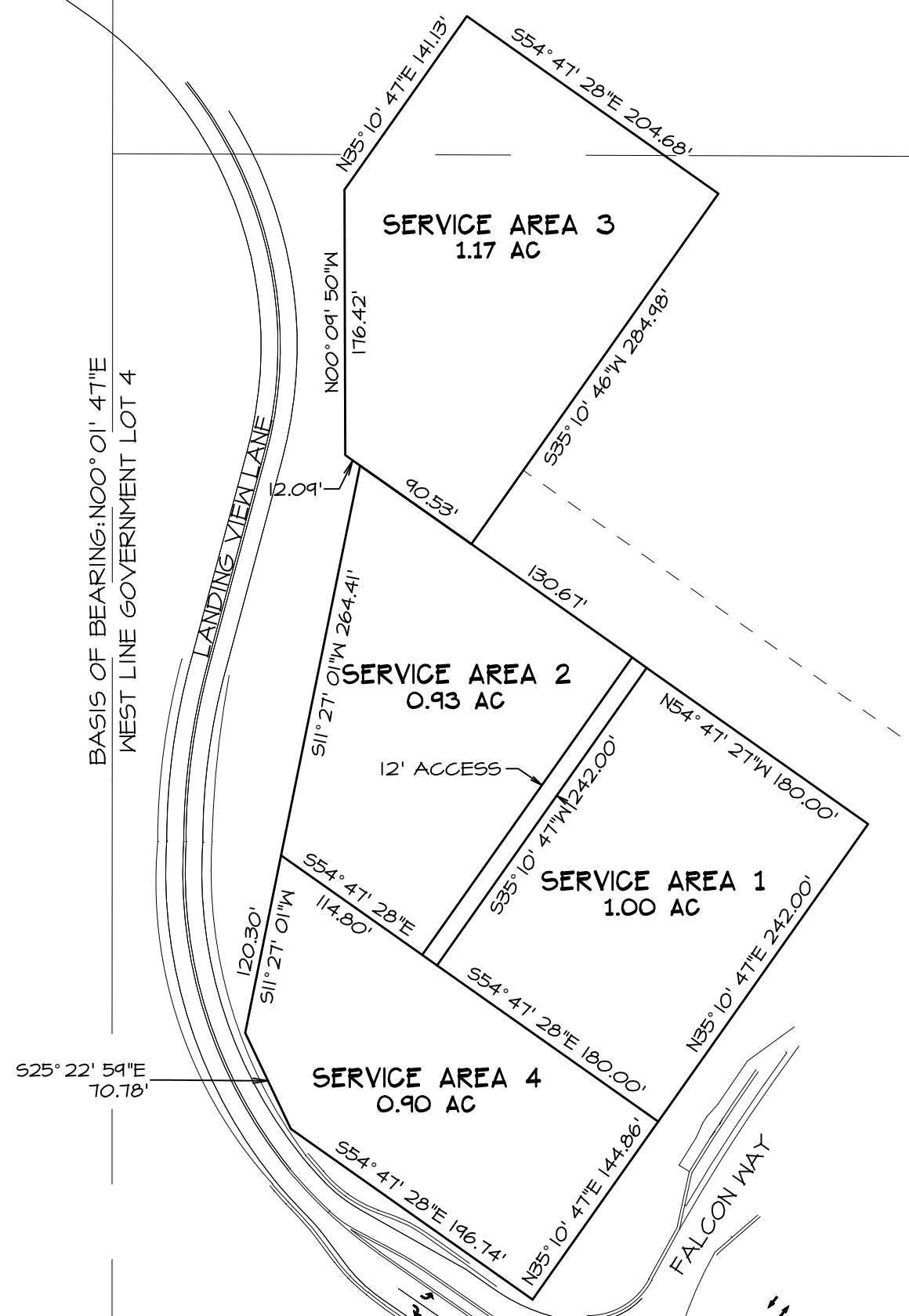


**TOTAL SPACES: 156**

**WALKER FIELD DRIVE**

**FALCON WAY**

# Attachment 3 - Rental Car Service Areas

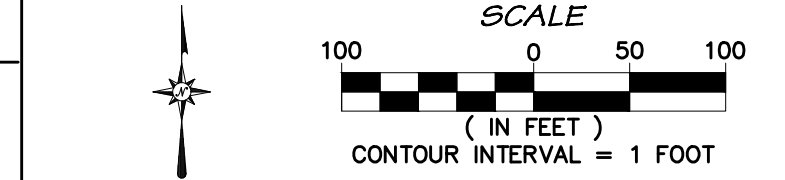


**Project Benchmark**

RESERVED

Northing: xxxxxx.xx  
Easting: xxxxxx.xx  
Elevation: xxxx.xx

Datum Source: MCLCS Zone "GVA" (NAVD 88)



**RIVER CITY**  
CONSULTANTS

215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
www.rccwest.com  
Phone: 970.241.4722  
Fax: 970.241.8841

REVISIONS			
NO.	DATE	DESCRIPTION	BY

ARCHITECT:  
N/A

STRUCTURAL:  
N/A

CIVIL:  
N/A

**GRAND JUNCTION REGIONAL  
AIRPORT**

*RENTAL CAR SERVICE AREA*  
LEASE SURVEY

DRAWN BY:	RCC PROJECT #: 1258-002
CHECKED BY:	DATE ISSUED: 17-07-2024
HORZ SCALE: AS SHOWN	ORIGINAL SHEET SIZE: 11 x 17
VERT SCALE: N/A	

1

**ATTACHMENT NO. 4:**

AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT



**AIRPORT FACILITIES LEASE  
AND  
RENTAL CAR CONCESSION AGREEMENT**

**Between**

**Grand Junction Regional Airport Authority**

**and**

---

**Grand Junction Regional Airport  
Grand Junction, Colorado**

**April 1, 2025**



**AIRPORT FACILITIES LEASE  
AND  
RENTAL CAR CONCESSION AGREEMENT**

**Grand Junction Regional Airport**

THIS AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT (the “Agreement”) is made effective as of April 1, 2025, by and between the Grand Junction Regional Airport Authority, (the “Authority”) and \_\_\_\_\_, a \_\_\_\_\_ corporation (the “Concessionaire”).

In consideration of the terms set forth in the bid proposal submitted by Concessionaire to be an on-Airport rental car concessionaire at the Grand Junction Regional Airport pursuant to a October 10, 2024 Invitation for Bids, the Authority's acceptance of said bid proposal, and the mutual promises set forth below, the parties hereby agree as follows:

**1. OPERATING PRIVILEGES**

1.1 By its execution of this Agreement, the Authority hereby grants to Concessionaire the right and privilege to operate a non-exclusive rental car concession from the Grand Junction Regional Airport (“Airport”), to lease motor vehicles from the rental car office and ticket counter area located in the Airport Terminal Building (the “Terminal”) assigned to the Concessionaire; to park and store motor vehicles owned or leased by it in the parking lot spaces assigned to Concessionaire; and to service and clean motor vehicles owned or leased by it, as well as other vehicles owned or leased by it, from the service area assigned to Concessionaire, all as more fully described in Section 3.1, below.

1.2 As used in this Agreement, the term “motor vehicles” means any vehicle required by Colorado law to be registered and licensed by the State's Department of Motor Vehicles. Concessionaire shall not lease any vehicles other than motor vehicles from the Airport. Concessionaire shall not park or store any vehicles in the parking lot spaces assigned to it pursuant to Section 3.1, below, other than motor vehicles that it owns or leases.

1.3 Concessionaire shall not use, nor permit others to use, its Leased Premises, as defined below, or any improvements thereon (a) for the sale of new or used motor vehicles or other vehicles to the public; (b) to lease, park, store, service, fuel, or clean motor vehicles, or other vehicles, not owned or leased by Concessionaire; or (c) for any commercial or non-commercial purpose other than the authorized purposes set forth in Sections 1.1 and 1.2, above, unless the Authority authorizes said additional use of the Leased Premises in writing.

1.4 In its operations from the Airport, Concessionaire may utilize the following brand name or name(s): “\_\_\_\_\_.” The brand name(s) under which Concessionaire conducts its operations on and from the Airport may not be changed without the prior written approval of the Authority, provided, however, that if such brand(s) are extinguished by merger or nationwide change in brand identity, no such Authority approval shall be required.

1.5 Concessionaire shall have the right to the use of reasonably adequate vehicular parking facilities for its employees at the Airport in common with other Terminal employees. Such facilities shall be located in an area designated by the Airport Administration as near as practicable to the Terminal. The Authority reserves the right to assess a reasonable charge for such employee parking facilities. Such charge for Concessionaire employee parking shall not exceed that which is charged to other commercial tenants in the Terminal.

1.6 No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Leased Premises, or any improvements or additions thereon, except with the permission of the Authority; and the number, type, kind and locations thereof shall be solely in the discretion of the Authority. Concessionaire shall not permit the installation of any such machines, except by an entity authorized by the Authority or unless the Authority agrees to Concessionaire or its subtenants installing their own machines for use by the employees and guests of Concessionaire and its subtenants.

1.7 Upon the written approval of the Authority, Concessionaire may establish, on either an exclusive or non-exclusive basis, arrangements with other Airport tenants, other than Airport tenants located in the Terminal, whereby Concessionaire may lease motor vehicles from the Leased Premises of said tenant on the Airport; provided, however, that all gross revenues from said rental transactions shall be included in Gross Revenues as defined by Section 6.1.2, below; and provided further that the Concessionaire must continue to maintain and operate its office and ticket counter area in the Terminal.

## 2. **BID DOCUMENTS**

The Bid Documents pursuant to which this Agreement is being executed consist of the Proposal submitted by Concessionaire, the Invitation to Bid, Instructions to Bidders, and any addenda issued prior to the opening of bids. Copies of the Bid Documents are attached collectively as **Exhibit A** and incorporated herein by this reference. Concessionaire shall operate its rental car concession in accordance with, and subject to, all of the terms and conditions of this Agreement and the Bid Documents. In the event of a conflict between the Bid Documents and this Agreement, this Agreement shall control.

## 3. **LEASED PREMISES**

### 3.1 Premises

3.1.1 The Authority hereby grants Concessionaire the right to utilize the (i) office, (ii) ticket counter area, (iii) service area, and (iv) thirty-nine (39) parking spaces in the rental car parking lot, all of which are identified in **Exhibit B**, attached hereto and incorporated herein.

3.1.2 The office, ticket counter area, rental car parking lot spaces, and service area leased by a Concessionaire hereunder are collectively referred to as Concessionaire's "Leased Premises."

### 3.2 Access Rights

- 3.2.1 Access by Concessionaire. Concessionaire shall have the right of ingress to, egress from and access to the Leased Premises to perform the uses permitted in Section 1, for its and its employees, agents and invitees, and their machinery, equipment and vehicles and other property over aprons, drives, foot walks, ramps and roadways now or hereafter in existence, provided that Concessionaire's ingress to, egress from and access to the Leased Premises do not materially interfere with the safe, secure and efficient operations of the Airport and the Terminal.
- 3.2.2 The Authority and its authorized officers, employees, agents, contractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Concessionaire's operations as is reasonably practicable) to enter upon and in the Leased Premises for the following purposes:
  - 3.2.2.1 To inspect the Leased Premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.
  - 3.2.2.2 To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after the Authority has given Concessionaire notice to do so, in which event Concessionaire shall reimburse the Authority for the cost thereof plus a charge of 10% for overhead promptly upon demand.
  - 3.2.2.3 To gain access to the mechanical, electrical, utility and structural systems of the Airport and the Terminal for the purpose of inspecting, maintaining and repairing such systems.
  - 3.2.2.4 To consider Concessionaire's compliance with any Safety Management System or Environmental Management System as may be adopted by the Authority for the Airport to include the Leased Premises.
- 3.3 Condition of the Leased Premises. Concessionaire has made such investigations and inspections of the Leased Premises as it deems necessary and accepts the Leased Premises in "as-is" condition except as otherwise specified herein. The Authority is not required to alter or improve the Leased Premises, except to the extent of latent defects later discovered or as otherwise specified. Notwithstanding the foregoing, the Authority warrants and represents that Concessionaire's intended and permitted use does not contravene any applicable zoning code and that there are no facts known to the Authority which materially affect the intended use of the Leased Premises or which have not been disclosed to Concessionaire. The Authority shall maintain and keep in operation and repair the landing area of the Airport and all publicly owned facilities of the Airport, it being understood that the continued operation of the Airport is a material inducement to Concessionaire entering into this Agreement.

#### **4. RESERVATIONS OF THE AUTHORITY**

- 4.1 The Authority reserves the right to maintain and keep in repair the landing area of the Airport and all Authority-owned facilities of the Airport, together with the right

to direct and control operations on or about the Airport.

- 4.2 The Authority reserves the right to further develop or improve the landing area and all Authority-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance of or by Concessionaire.
- 4.3 The Authority reserves the right to take any action considered necessary to protect the aerial approaches of the Airport against obstruction or hazard, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Authority or the Federal Aviation Administration would limit the usefulness of the Airport or constitute a hazard to air navigation.
- 4.4 During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States government for military use of all or part of the landing area, the Authority-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the federal government, shall be suspended during the duration of such war or national emergency and for a reasonable time thereafter.
- 4.5 It is understood and agreed that the rights granted by this Agreement will not be construed, interpreted, or exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or further development, expansion or extension of the Airport.
- 4.6 There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein conveyed, together with the right to cause in said airspace such noise, vibration, smoke, fumes, glare, dust, fuel, particles and all other impacts as may be inherent in the operation of aircraft, now known or hereinafter developed and used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on or about the Airport.
- 4.7 This Agreement shall be subordinate to provisions of any existing or future agreement between the Authority and the United States of America or any agency thereof relative to the improvement, expansion, extension, operation, development or maintenance of the Airport. Should the Authority receive a determination or order from the Federal Aviation Administration or a court of competent jurisdiction concluding that any provision of this Agreement is inconsistent with any such agreement between the Authority and the United States, the Parties shall amend this Agreement as necessary to resolve the inconsistency. If the Parties are unable to agree on the required amendments, the Authority shall have the right to unilaterally amend this Agreement to resolve the inconsistency.
- 4.8 The Authority reserves the right to remove and replace any or all portions of the Leased Premises to substitute areas comparable in size and utility for the permitted uses hereunder. The Authority shall provide Concessionaire no less than sixty (60)

days prior written notice of the relocation, except if earlier relocation is required to comply with the regulations or directives of the Transportation Security Administration or Federal Aviation Administration. The Parties thereafter shall modify **Exhibit B** as necessary to reflect the substituted area. The Authority shall be responsible for Concessionaire's unamortized costs to improve the area withdrawn from the Leased Premises, to be calculated as a credit to the Concession Fee owed by Concessionaire in accordance with Section 6.1, below. The Authority shall not otherwise be liable or responsible for any inconvenience or loss by Concessionaire of revenue resulting from the relocation provided that the Authority takes all commercially reasonable efforts to prevent or minimize such inconvenience or loss. Concessionaire shall have the right to reject the substituted area and terminate this Agreement, provided that the Authority shall have no liability or responsibility to compensate Concessionaire in such event.

## 5. **TERM**

5.1 **Initial Term.** The initial term of this Agreement shall be for a period of five (5) years, commencing at midnight on April 1, 2025 (the "Commencement Date"), and terminating at 11:59 p.m., March 31, 2030, subject to earlier termination pursuant to the terms and conditions of this Agreement ("Initial Term").

5.2 **Renewal Option.** Concessionaire shall have the option for two (2) separate one-year extensions ("Renewal Term") to the Initial Term, provided that (i) Concessionaire requests such extension in writing at least ninety (90) days prior to the expiration of the Initial Term or first Renewal Term; and (ii) at the time of such request, Concessionaire is in full compliance with the terms and conditions of this Agreement, as it may be amended. Together, the Initial Term and Renewal Term(s) shall be referred to as the "Term". Upon granting an extension, the Authority reserves the right to relocate any portion of the Leased Premises based upon the Authority's needs at the time of such extension.

5.3 **Holdover**

5.3.1 The Authority may permit Concessionaire to hold over beyond the expiration of this Agreement in order for the Authority to conclude a solicitation process or to prepare for a follow-on concession tenancy either with Concessionaire or another business or businesses selected by the Authority. The Authority will notify Concessionaire in writing of the Authority's offer of a holdover tenancy. Within thirty (30) days of receipt of the Authority's notice, Concessionaire shall notify the Authority in writing as to Concessionaire's acceptance of said holdover tenancy. If Concessionaire fails to so notify the Authority in writing within said thirty-day period, Concessionaire shall be deemed to have rejected the Authority's offer of holdover tenancy.

5.3.2 If the Authority permits Concessionaire to holdover, such a holding over shall not be deemed a renewal or extension of this Agreement but shall create a month-to-month tenancy on the same terms and conditions of this Agreement in effect immediately prior to the commencement of the holding over. The Authority may terminate the holdover upon thirty (30)

days' written notice to Concessionaire. Other than as specified in this Section, Concessionaire may not otherwise remain on the Leased Premises for any reason beyond expiration of the Term.

5.4 Surrender of Possession and Restoration of Premises. Concessionaire shall, on the expiration date of the Term, or upon the earlier termination hereof, peaceably surrender possession of the Leased Premises. No more than thirty (30) days after the expiration of the Term, Concessionaire shall remove any and all of Concessionaire's tangible movable personal property, except those specifically identified by the Authority to be retained, and will return the Leased Premises in "broom clean" condition, capable to be relet by the Authority without significant repair, excepting only reasonable wear and tear. All such costs of removal and restoration shall be borne by Concessionaire, without contribution by the Authority.

**6. RENTS AND FEES**

6.1 Concession Fee

6.1.1 Concessionaire shall pay to the Authority annually, as rent for the privilege of operating its rental car concession from the Airport, the Concession Fee, which shall be the greater of:

6.1.1.1 Ten percent (10%) of Concessionaire's Gross Revenues ("Percentage Rent") for each such period of the concession term, or

6.1.1.2 The respective yearly amount shown below as the Minimum Annual Guarantee ("MAG"):

[date] to [date]	\$ _____
[date] to [date]	\$ _____
[date] to [date]	\$ _____
[date] to [date]	\$ _____
[date] to [date]	\$ _____

6.1.2 "Gross Revenues" as used in this Agreement shall mean all amounts received by Concessionaire, or which Concessionaire is entitled to receive, (1) for the rental of motor vehicles, from the Airport, or from within a two (2) mile radius from the center of the Terminal, and (2) for all other services and activities performed by Concessionaire in, at, upon, and from the Airport, in connection with its rental car concession and service area operating privileges on the Airport. Gross revenues to the Concessionaire shall be deemed received at the time the sales, lease or service transaction occurs giving rise to Concessionaire's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether the transaction was for cash or credit, and if for credit, regardless of whether the Concessionaire ultimately collects the monies owed for said transaction from the customer involved. Any gross revenues included in the formula for determining percentage rentals owed the Authority and determined by Concessionaire at a later date to be uncollectible shall not offset future percentage rentals owed the Authority.



If the initial rental car contract entered into between Concessionaire and a rental car customer is subsequently amended, because the customer's actual usage of the rental car vehicle differs from the usage contemplated by the original contract, and the charges to be paid by the customer are therefore different from the charges contemplated by the original contract, the percentage of gross revenues to which the Authority is entitled as rental hereunder shall be based upon the gross revenues to which the Concessionaire is entitled to receive, under the rental car contract with its customer, as amended. Gross revenues shall not include (1) federal, state, or municipal sales taxes separately stated and collected from customers, (2) amounts Concessionaire receives, or is entitled to receive, for prepaid fuel or for refueling motor vehicles owned or leased by it, (3) amounts Concessionaire receives, or is entitled to receive, for charges for insurance coverage, including but not limited to personal accident insurance premiums, supplementary liability protection, liability damage waiver charges, and collision damage waiver charges, (4) amounts Concessionaire receives, or is entitled to receive, for the sale, disposition, loss, conversion, or abandonment of Concessionaire's used motor vehicles and other equipment, personal property, and trade fixtures, (5) amounts which Concessionaire receives, or is entitled to receive, for the repair of damages to its motor vehicles, and (6) amounts which Concessionaire receives, or is entitled to receive, as a result of the lease of motor vehicles to one customer for a continuous period of thirty-one (31) days or more from locations outside the boundaries of the Airport, or from the sale of new or used motor vehicles from said off-Airport locations, even if said off-Airport location is located within a two mile radius of the center of the Terminal.

6.1.3 On or before the 15th day of each full month during the term of this Agreement, Concessionaire shall pay Percentage Rent to the Authority. Said payment shall be made to the Airport Administration Offices, c/o Accounts Receivable. At the same time that Concessionaire makes this payment, Concessionaire shall provide the Airport Administration Office with an itemized statement showing the amount of Gross Revenues, as defined herein, Concessionaire enjoyed during the preceding calendar month, broken down by Gross Revenues derived from: (a) the rental of motor vehicles; and (b) other business transactions that occurred from the Airport, if any, including Concessionaire's service area on the Airport, during said month.

6.1.4 Within forty-five (45) days following the close of each Agreement Year (May 1 through April 30), Concessionaire shall pay to the Authority the difference between its Minimum Annual Guarantee for the year then ending, and the Percentage Rent, if the Percentage Rent is less than the Minimum Annual Guarantee for said annual period. If, during any period over the Term, Percentage Rent is consistently lower than the MAG, the Authority reserves the right to request that Concessionaire make the true-up payments on a quarterly (rather than annual) basis.

6.2 Abatement of Minimum Annual Guarantee. Should the number of revenue

passengers deplaning at the Airport during a period of two consecutive calendar months be less than seventy five percent (75%) of the average number of revenue passengers deplaning at the Airport in the same two calendar months during the prior calendar year, then until such time as the number of revenue passengers deplaning at the Airport during a period of two consecutive calendar months shall equal or exceed seventy-five percent (75%) of the average number of such passengers deplaning at the airport in the same two calendar months during the prior calendar year, Concessionaire's obligation to pay Authority its MAG, as set forth in Concessionaire's bid proposal and Section 6.1, above, shall be void, and Concessionaire shall pay the Airport only Percentage Rent as set forth herein. The Concessionaire's requirement to pay its MAG shall be suspended for the period of time the condition continues to exist. As used herein, "revenue passengers deplaning" at the Airport shall equal revenue passenger deplanement figures on U.S. and foreign carriers, including charters, as reported to the Authority by the carriers, and recorded by the Authority on landing fee reports.

6.2.1 During the time said condition exists, Concessionaire shall continue to be obligated to pay to the Authority Percentage Rent and the service area rentals that accrue during said period, but Concessionaire shall not be obligated to pay its MAG during said period, if said MAG would be greater than Percentage Rent for the period involved.

6.3 Books and Records. Concessionaire must maintain full and accurate books of account and records from which Gross Revenues, as defined herein, and the amount of Percentage Rent owed the Authority hereunder, can be determined, according to standard and accepted accounting practices. The books of account and records that Concessionaire must maintain must include, but need not be limited to, motor vehicle rental contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, annual federal income tax returns of the local Concessionaire (if any), and all Airport-related revenue reports submitted by Concessionaire to its franchiser. In lieu of maintaining the books of account and records required herein, Concessionaire may maintain computer records, provided that the Authority determines, in its reasonable discretion, in advance, that said computer records are a reasonably equivalent alternative to the maintenance of the books and records otherwise required herein. All such books and records shall be maintained on a current basis.

6.4 Audits. The Authority reserves the right to conduct audits of Concessionaire's books of account and records, which audits may be conducted only upon reasonable notice to Concessionaire and during Concessionaire's normal weekday business hours. For purposes of this Agreement, the various audit periods shall be deemed to be the various concession periods set forth on Concessionaire's Proposal. In performing said audits, Authority shall be entitled to review, and Concessionaire shall be obligated to provide to the Authority, all of the books of account and records that Concessionaire is obligated to maintain pursuant to subsection 6.3, above, as well as such other documents and files in Concessionaire's possession, custody or control at the time Authority advises Concessionaire of its desire to audit Concessionaire's records, that the Authority,

or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of Gross Revenues received by Concessionaire, and the correct amount of Percentage Rent owed by Concessionaire to the Authority, for the concession period involved. Should Concessionaire fail to maintain the books of account and records required to be maintained pursuant to subsection 6.3, above, or should Concessionaire fail to permit the Authority or its auditor to review Concessionaire's books and records, and other documents and files, as required by this Section, said default shall be deemed a material breach of this Agreement. If any audit shows Percentage Rent and other charges that should have been paid to the Authority by the Concessionaire pursuant to this Agreement were understated or underpaid for the concession period involved, Concessionaire shall, within thirty (30) days' notice of any such deficiency, pay to the Authority the full amount underpaid, plus one and one-half percent (1.5%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total percentage rental that was owed by Concessionaire to the Authority for the concession period involved, Concessionaire, in addition to paying the Authority the underpayment owed, shall reimburse the Authority for the cost of the audit. If the audit discloses overpayment of the percentage rentals paid to the Authority by Concessionaire, the Authority shall refund the amount of overpayment to Concessionaire within thirty (30) days of said audit. The Authority shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the Authority's rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

6.5 Collection of CFCs. Concessionaire shall (i) collect Customer Facility Charges ("CFCs") on behalf of the Authority, (ii) hold the CFCs in trust for the Authority's benefit, and (iii) remit to the Authority the full amount of the CFC collected from each rental car customer for use by the Authority for authorized purposes. The amount of the CFC shall be as prescribed by the Authority in its published Rates and Charges, including any adjustments made by the Authority during the Term. For purposes of this Agreement, authorized use of CFCs shall include any and all costs for the operation, renovation and expansion of Airport facilities for use by, or providing benefit to, Concessionaire and Concessionaire's customers and employees, as determined by the Authority in consultation with Concessionaire and other on-Airport rental car concessionaires. Concessionaire may identify the CFC as a separate charge on its estimates, invoices and receipts for rental car customers.

6.6 Office/Counter and Service Area Rents

6.6.1 Rental Amounts. Concessionaire shall pay to the Authority, in advance, on the first day of each month, rent in the amount set forth in the annually approved Airport Fees and Charges, per square foot per year for:

6.6.1.1 Services Area Rent (Improved and Unimproved); and

6.6.1.2 Office and Ticket Counter Area Rent.

- 6.6.2 Adjustments. Effective April 1 of each calendar year that this Agreement is in effect, the rental rates shall be adjusted by the increase or decrease in the Consumer Price Index, using the US City Average for all urban consumers (“CPI-U”), all items index, set forth in the October to October report published by the US Department of Labor, Bureau of Labor Statistics, for the twelve-month period ending in the calendar year immediately preceding the calendar year in which the annual cost-of-living adjustment is to be made. If the CPI-U index is no longer published by the US Department of Labor, the parties shall use the US Department of Labor index or report most closely approximating the CPI-U.
- 6.6.3 Availability of Service Area. If Concessionaire has elected to lease a service area from the Authority but no service area is available for leasing to Concessionaire at the Commencement Date, Concessionaire shall be obligated to commence paying service area rentals (and associated improvement rentals) effective on the date a service area is assigned to Concessionaire in writing. If the assignment of said service area to Concessionaire does not occur on the 1st day of the month involved, the service area rental owed for said first month shall be pro-rated accordingly.
- 6.7 Late Payments. Any payment required under this Agreement which is not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.
- 6.8 Acceptable Security. On or before April 1, 2025, Concessionaire must post with the Authority, and Concessionaire must thereafter continuously maintain for the entire Term, Acceptable Security in an amount equal to fifty percent (50%) of its MAG for the first contract year, as specified herein, to cover Concessionaire's performance of all of its obligations under this Agreement during the Term. As used in this Section, the term “Acceptable Security” shall mean a performance bond, irrevocable letter of credit, or certificate of deposit, which is in a form and with a financial institution (if applicable) or surety (if applicable) acceptable to the Authority. Concessionaire shall be responsible for paying all required fees, premiums or other costs associated with obtaining and maintaining the Acceptable Security. In the event Concessionaire defaults in any of its rental or other monetary obligations to the Authority hereunder, pursuant to Section 15.1, below, the Authority shall be entitled to collect any and all damages or costs it incurs from the Acceptable Security provided.

## 7. OPERATING AND PERFORMANCE STANDARDS

- 7.1 Quality of Services. Concessionaire shall furnish goods and services to Airport passengers and customers in a first-class manner, consistent with the highest quality delivery of goods and services in like settings. Concessionaire shall offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Concessionaire and Authority.

Concessionaire shall offer quality vehicles and shall equip, organize, put into service and manage the Leased Premises so as to provide service within an attractive and pleasant atmosphere.

7.2 Pricing Notices. Concessionaire shall provide the Authority with a statement of prices for goods and services provided on the Airport within fifteen (15) days of a written request for the same by the Authority.

7.3 Fleet Specifications. Concessionaire shall:

7.3.1 Only lease for pickup at the Airport, motor vehicles which are current year models, or the preceding year's models, available from the manufacturer involved;

7.3.2 Keep its motor vehicles serving the Airport in good operating order and repair;

7.3.3 Not rent any motor vehicle which is not in good operating order and repair, or which may be hazardous to the person renting the same or to the general public; and

7.3.4 Provide a sufficient number and type of motor vehicles as necessary to properly serve the needs and demands of airport customers.

7.4 Nothing herein shall be interpreted as obligating the Authority to inspect Concessionaire's motor vehicles serving the Airport to ensure that said motor vehicles are in good condition and repair, and the Authority shall not be liable to any third person who suffers personal injury or property damage as a result of a motor vehicle leased by Concessionaire from the Airport that was not in good operating condition or repair.

7.5 Hours of Operation. Concessionaire shall keep open and staffed its Terminal ticket counter area seven (7) days a week, commencing at the earlier of (i) 8:00 a.m., or (ii) the scheduled arrival time of the earliest arriving airline flight, and closing no earlier than one-half (1/2) hour after the last scheduled airline flight actually arrives at the Airport at the end of said day; provided, however, if the last scheduled airline flight's arrival at the Airport is delayed, Concessionaire may close its Terminal ticket counter area at the time said flight was scheduled to arrive, provided that Concessionaire reopens said office and ticket counter area at the time the flight actually arrives, and keeps said office and ticket counter area open at least one-half hour following the arrival of said flight.

7.6 Marketing and Promotion

7.6.1 Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder. Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method.

7.6.2 Concessionaire commits to spend no less than one (1) percent of Gross

Revenues on an annual basis to publicize and promote concession services, including for example and without limitation seasonal, themed, special event and general promotions.

## 7.7 Management

- 7.7.1 Concessionaire shall at all times retain one or more qualified, competent and experienced local managers who shall manage and supervise the operations at the Leased Premises and represent and act for Concessionaire. The manager shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.
- 7.7.2 Concessionaire's local manager shall be responsible to monitor and supervise the Leased Premises each day to ensure that the Leased Premises are operated and maintained in a safe and secure manner and kept clean and clear of any safety hazards or unsightly debris.
- 7.7.3 Concessionaire's local manager shall schedule monthly meetings with the appropriate representative of the Airport to discuss sales and revenue performance, operational programs, and any other relevant issues which may affect Concessionaire's operation at the Airport. Concessionaire shall also be available for meetings at other times reasonably required by the Director.
- 7.7.4 Concessionaire shall be responsible for notifying the Director of any problem which reduces service levels or sales or in any way impairs Concessionaire's operation. The Authority will undertake, in its sole discretion, reasonable efforts to assist in eliminating such problems.

## 7.8 Personnel

- 7.8.1 Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms, and all of its employees to wear badges indicating company name and employee's first name. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of the concession. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. Concessionaire shall prohibit and restrain its employees, vendors, and agents from loud, noisy, boisterous or otherwise objectionable behavior. Upon notice from the Director concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.
- 7.8.2 Concessionaire agrees to provide staff in reasonable numbers adequate to provide a high level of service and maximize sales but commercially reasonable when considering, among other things, the number of expected customers.

7.8.3 Concessionaire assumes responsibility to recover any Airport-issued security badge or similar credential and any keys for Airport doors or locks from personnel that no longer are employed by Concessionaire. Concessionaire shall take all reasonable efforts to recover credentials and keys from any such employee immediately upon termination or separation.

## 7.9 Operation

7.9.1 Concessionaire shall be responsible for all aspects of the management and operation of the concession. Further, Concessionaire shall provide employees and necessary components of the operation, including vehicles, equipment and supplies, except as otherwise provided in this Agreement.

7.9.2 The Authority shall not be responsible for any vehicles, equipment, or supplies maintained or stored at the Lease Premises, nor will it be responsible for damage to such vehicles, equipment, or supplies resulting from flood, fire, explosion, vandalism or other causes outside the control of the Authority.

7.9.3 Concessionaire shall operate and maintain the Leased Premises in a safe, clean, orderly, and inviting condition at all times.

7.9.4 Concessionaire shall perform neither maintenance nor servicing of vehicles in the ready or return stall area, or anywhere on Airport property without written approval of the Director, except where such maintenance or service is required in order to be able to move the vehicle off Airport.

## 7.10 Airport Concessions Disadvantaged Business Enterprises

7.10.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R Part 23. Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

7.10.2 The Authority has established a goal of 1.62% ACDBE participation for the concession activities covered by this Agreement. Concessionaire shall make good faith efforts to ensure participation of certified ACDBEs in at least 1.62% of Gross Receipts. ACDBE participation towards this goal shall be counted in the manner set forth in 49 C.F.R. Section 23.53.

7.10.3 Concessionaire agrees that by January 1 of each year, during the term of the Agreement, Concessionaire will provide a report to the Authority, in the form acceptable to the Authority, (see attached ACDBE Attainment Report) describing the dollar amount of its purchases or leases of goods and services

during the previous federal fiscal year (October – September) from any vendor that is certified as an ACDBE, together with documentation, in form acceptable to the Authority, of its good faith efforts during such year to obtain other ACDBE providers of goods and services. Concessionaire shall also provide such additional information to the Authority, including any ACDBE participation in direct ownership of the Concessionaire's business, as the Authority may reasonably request in order to permit the Authority to comply with the requirements of 49 C.F.R. Part 23, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rentals.

7.10.4 Concessionaire may only terminate an ACDBE subcontractor for good cause, as defined by 49 C.F.R Section 26.53. Concessionaire may not terminate an ACDBE subcontractor without the prior written consent of the Authority. Before requesting to terminate and/or substitute an ACDBE subcontractor, Concessionaire must give notice in writing to the ACDBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request. Concessionaire must give the ACDBE subcontractor five (5) days to respond to Concessionaire's notice and advise the Authority and Concessionaire of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve Concessionaire's action.

7.10.5 When an ACDBE subcontractor is terminated or fails to complete its work on the contract for any reason, Concessionaire is required to make good faith efforts to find another ACDBE subcontractor to substitute for the original ACDBE. Concessionaire will be required to obtain written approval from the Authority for the replacement of the ACDBE or the substitute ACDBE and to provide copies of all new or amended subcontracts or documentation of good faith efforts. The good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the contract as the ACDBE that was terminated, to the extent needed to meet the program goal under the Agreement. The good faith efforts shall be documented by Concessionaire. If the Authority requests documentation under this provision, Concessionaire shall submit the documentation within seven (7) days. Authority shall provide a written determination to Concessionaire stating whether or not good faith efforts have been demonstrated.

7.10.6 Failure by Concessionaire to carry out the requirements of this Section will constitute a material breach of the Agreement and may result in the termination of the Agreement or such other remedy as the Authority deems appropriate.

## **8. INSURANCE AND INDEMNIFICATION**

8.1 At all times during the term of this Agreement, Concessionaire agrees to maintain: bodily injury and property damage insurance in the amounts and coverages as follows: One Million Dollars (\$1,000,000) combined single limit. Concessionaire



shall also maintain hazard insurance on all improvements and fixtures constructed or installed on a service area leased by it in an amount not less than the replacement value of such improvements and fixtures.

- 8.2 Concessionaire shall maintain Workers' Compensation insurance or a self-insurance plan in accordance with the laws of Colorado for all its employees.
- 8.3 The Grand Junction Regional Airport Authority and the Grand Junction Regional Airport shall be named as an additional insured under each such policy or policies of insurance required under this Agreement, except for Workers' Compensation and Employer's Liability Insurance, and said policy or policies shall include the separation of insured's condition.
- 8.4 Concessionaire shall provide a certificate of insurance to the Authority of the kinds and amounts of all insurance coverages required hereunder, and shall acquire policies that shall not be subject to cancellation without at least thirty (30) days advance written notice to the Authority. Such policies shall also provide that such policies may not be materially changed or altered by the insurer during its term without first giving at least ten (10) days written notice to the Authority.
- 8.5 Concessionaire shall indemnify and hold harmless the Authority, its Board members, officers, agents and employees, from and against any and all liabilities, obligations, claims, damages, costs and expenses, including attorney's fees, incurred by or asserted against the Authority, its Board members, officers, agents and employees, by any person or entity whatsoever, resulting from the acts, omissions, or wrongful conduct of the Concessionaire, its members, officers, employees, agents, contractors, subcontractors, rental car customers, guests, invitees, or any third party acting under its direction or control.

## **9. IMPROVEMENTS**

- 9.1 Concessionaire shall have the right to make, at its own expense, improvements, alterations, or additions to its Terminal office, ticket counter and rental car service area to facilitate its authorized use of said areas, provided that Concessionaire constructs said improvements, alterations, and additions in accordance with the terms and conditions of this Agreement.
- 9.2 Prior to commencing any improvement, alteration or addition, Concessionaire must submit detailed plans to the Authority for the Authority's prior review and approval. The Authority shall approve the proposed improvements, alterations, or additions if the Authority determines, in its reasonable discretion, that (a) the proposed improvements and alterations are consistent with the Airport's development and architectural standards, and master plan for development, in effect at the time of said proposed construction; and (b) that the improvements are to be constructed by qualified contractors and subcontractors to be approved in advance by Authority.
- 9.3 In no event shall Concessionaire be authorized to install within the rental car service area underground or above-ground tanks for the storage and dispensing of fuels for motor vehicles, it being the express intent of the parties that

Concessionaire shall fuel motor vehicles at the facility operated by the Authority for this purpose or at an off-Airport location.

## **10. SURRENDER UPON TERMINATION**

Leased Premises. Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Concessionaire shall peaceably surrender to Authority possession of the Leased Premises, any improvements, alterations, or fixtures previously constructed by Concessionaire or Authority within said Leased Premises, and any of Authority's personal property therein, in the manner set forth in Section 5.4. Upon such expiration or termination of this Agreement, title to all improvements, additions, and fixtures erected or installed upon the Leased Premises by Authority or Concessionaire shall automatically vest in Authority, without payment by Authority to Concessionaire of any compensation whatsoever, and shall thereafter be owned by Authority free and clear of any claim of right, title, or interest of Concessionaire, any mortgagee, or of any third party of any kind or nature whomsoever. If any of said improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Concessionaire shall be responsible for eliminating said mortgage or lien and shall hold the Authority harmless therefrom. Concessionaire shall have the right to remove its items of personal property from the Leased Premises through the close of business on the day of expiration or sooner termination of this Agreement. Should Concessionaire fail to remove its personal property within said time, Authority shall have the right to remove said personal property and to place said personal property into storage at Concessionaire's behalf and at Concessionaire's sole cost and expense. Authority shall also be entitled to reasonable rental from Concessionaire for the use of the Leased Premises occupied by Concessionaire's personal property, until the Authority places said property into storage.

## **11. UTILITIES, MAINTENANCE, AND CUSTODIAL SERVICES**

- 11.1 Terminal Office and Ticket Counter Area. The Authority shall provide, at its expense, light, heat, air-conditioning, and electricity for Concessionaire's Terminal office and ticket counter area. The Authority shall also provide, at its expense, structural maintenance to Concessionaire's Terminal office and ticket counter area, including the repair of damages, except as provided in Section 13, below. The Authority shall provide daily routine custodial care of Concessionaire's Terminal office and ticket counter area, including, as appropriate, sweeping, mopping, dusting, vacuuming, and trash collection.
- 11.2 Service Area. Concessionaire shall, at its own expense, maintain and keep in good condition and repair all portions of its service area, including any improvements, alterations or additions thereon, and any utility lines thereon or thereunder. Concessionaire shall also be responsible for providing, at its own expense, all utilities, including but not limited to lighting, heating, air conditioning, water, gas, electricity and sewer, required for its service area and any improvements, alterations or additions thereon, as well as all custodial and snow removal services necessary for said service area and improvements thereon.
- 11.3 Shared Use Fueling and Vacuum Site. The Authority shall be responsible for maintaining the shared use fueling and vacuum site in good condition and repair, subject to the Authority's right to reimbursement from Concessionaire for damages to the site, pursuant to Section 13, below.

- 11.4 Rental Car Parking Lot. The Authority shall be responsible for maintaining the rental car parking lot in good condition and repair, subject to the Authority's right to reimbursement from Concessionaire for damages to the parking lot, pursuant to Section 13, below. Subject to Authority priorities then in effect, the Authority shall also make reasonable efforts to arrange for snow and ice removal from the rental car parking lot. Whenever it becomes necessary to remove snow and ice from the parking lot, Concessionaire shall cooperate with all directives from the Authority, or the persons performing the snow and ice removal, to relocate its motor vehicles and other property, to enable the snow and ice removal to be performed. In the event the Concessionaire does not relocate cars in a reasonable amount of time, the concessionaire then assumes responsibility of removing snow and ice.
- 11.5 Leased Premises in General. Concessionaire agrees to keep all of its Leased Premises on the Airport in a neat, clean, safe, sanitary and orderly condition at all times; that it will keep such areas free at all times of all paper, rubbish and debris; and that Concessionaire will deposit all trash and debris resulting from operations in its office and ticket counter area and rental parking lot area in containers provided by the Authority in and around the Terminal.

## **12. SIGNS**

- 12.1 All signage within the Leased Premises and/or related to Concessionaire's operations shall be fabricated and installed by an Authority approved professional, using Concessionaire's approved logos.
- 12.2 Concessionaire agrees that no logos or advertising displays shall be painted on or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises without the prior written approval of the Authority, which approval shall not be unreasonably withheld.
- 12.3 Concessionaire may advertise, promote, and display for sale within the Leased Premises only those goods and/or services which are the subject of this Agreement.

## **13. DAMAGE TO AIRPORT**

Concessionaire shall be liable for any damage to the Airport, including any improvements and additions on the Leased Premises or elsewhere on the Airport, caused by Concessionaire, its board members, officers, agents, employees, contractors, subcontractors, customers, guests, invitees, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Concessionaire is liable shall be made by Authority at Concessionaire's expense.

## **14. TAXES AND ASSESSMENTS**

Concessionaire shall pay all possessory interest and personal property taxes; all sales and other taxes measured by or related to the concession payment hereunder; all license fees; and any and all other taxes, charges, imports or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities other than Authority, or that become a lien upon Concessionaire, Authority, or the Leased Premises, by reason of this Agreement or Concessionaire's activities in, or improvements upon, the Leased Premises pursuant

to this Agreement. Authority warrants and represents that it shall not impose any taxes, assessments, or charges upon Concessionaire during the term of this Agreement, other than assessments and charges authorized by this Agreement. Concessionaire shall have the right, by giving written notice to Authority of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At Concessionaire's request, Authority shall join in such proceeding. The expenses of such proceeding, including all of Authority's costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting Concessionaire in such proceeding, shall be paid by Concessionaire irrespective of whether Authority participates in such proceeding.

## **15. DEFAULT AND REMEDIES**

- 15.1 The following shall constitute defaults by Concessionaire:
  - 15.1.1 The failure to pay Concession Fee, office/counter rents, service area rents, or any other monies owed under this Agreement, or under any other agreement between Authority and Concessionaire, when due;
  - 15.1.2 Any other failure by Concessionaire to perform any covenant or obligation required by this Agreement, the Bid Documents attached as **Exhibit A** to this Agreement, or by any other agreement between Authority and Concessionaire;
  - 15.1.3 The acquisition of Concessionaire's interest in this Agreement by execution or other process of law;
  - 15.1.4 Concessionaire's general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for Concessionaire's property;
  - 15.1.5 Abandonment of Concessionaire's operations, which shall be defined as Concessionaire's failure to conduct regular and continuing operations at the Airport in accordance with the requirements of this Agreement for one (1) month.
- 15.2 If Concessionaire defaults, the Authority may utilize any one or more of the following remedies against Concessionaire. These remedies shall be considered cumulative and not in the alternative:
  - 15.2.1 The Authority may obtain specific performance;
  - 15.2.2 The Authority may recover all damages incurred by the Authority, including incidental damages, consequential damages and attorney's fees;
  - 15.2.3 The Authority may utilize a portion of or all of the performance bond, savings account, certificate of deposit, or proceeds of other security provided by Concessionaire to remedy the default and to reimburse the Authority for any damages, including attorney's fees and other expenses of collection that it may sustain. In such event, Concessionaire shall not be

permitted to resume operations under this Agreement until such time as it furnishes another performance bond, savings account or certificate of deposit that satisfies the requirements of Section 6.8, above. However, this Agreement shall not be deemed terminated during said period, unless written notice of termination shall have been given and become effective in accordance with Section 15.2.4, below. Concessionaire shall be required to fulfill all of the terms and conditions of this Agreement, including the payment of guaranteed minimum concession fees and service area rents, arising during the time it takes to procure the bond, savings account or certificate of deposit;

15.2.4 The Authority may terminate this Agreement, and, at the option of the Authority, any other agreement in effect between the Authority and Concessionaire. The termination of these agreements, however, shall only be effective upon written notice of same provided by the Authority to Concessionaire. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, Concessionaire shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by Authority as a result of any default;

15.2.5 The Authority may utilize any other remedy provided by law or equity as a result of Concessionaire's default(s).

## **16. COMPLIANCE WITH LAW**

16.1 Concessionaire shall comply with all applicable federal, state, and local laws, regulations, ordinances, and directives governing the Airport or activities performed or engaged in at the Airport, including without limitation requirements imposed by the FAA, TSA, Department of Homeland Security ("DHS"), U.S. Environmental Protection Agency, Occupational Health and Safety Administration, State of Colorado, Mesa County and the City of Grand Junction (collectively referred to as "Applicable Laws").

16.2 Concessionaire shall comply with those reasonable and not unjustly discriminatory rules, regulations and directives promulgated by the Authority or the Executive Director for the orderly use of the Airport by Concessionaire and other tenants, users, guests, and passengers of the Airport, as may be adopted, amended, modified or supplemented from time to time ("Airport Rules and Regulations"). In the event of a direct conflict between the terms and conditions of this Agreement and the Airport Rules and Regulations, the terms and conditions of this Agreement shall control. At the time of execution of this Agreement, the Authority is in the process of revising the Airport Rules and Regulations. Authority shall provide a copy of proposed Airport Rules and Regulations to Concessionaire. Such revised Airport Rules and Regulations shall be effective after reasonable notice and the opportunity for comment.

- 16.3 Concessionaire agrees to comply with applicable provisions of the Authority's approved Airport security program. Concessionaire must comply strictly and faithfully with any and all rules, regulations and directives which the Authority, the FAA or the TSA may issue from time to time with regard to security and safety of the Airport ("Security and Safety Rules") and must promptly report suspected violations in accordance with such requirements.
- 16.4 The obligations hereunder to comply with Applicable Laws, Airport Rules and Regulations and Security and Safety Rules shall include any amendments to Applicable Laws, Airport Rules and Regulations and Security and Safety Rules adopted or promulgated after the effective date of this Agreement and any new enactments governing the Airport or activities performed or engaged in at the Airport.
- 16.5 Whenever any Applicable Law relating to environmental protection requires Concessionaire to notify, make a report, or submit any documents to a governmental unit with respect to the Airport or its operation at the Airport, Concessionaire shall comply therewith and shall promptly notify the Authority and make available to the Authority copies of such notices, reports, or documents submitted to the governmental unit.
- 16.6 Concessionaire agrees that it shall develop, manage, use and occupy the Leased Premises in accordance with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.* (hereafter collectively the "ADA"), including, without limitation, modifying Concessionaire's policies, practices, and procedures, and providing auxiliary aids and services to disabled persons. Concessionaire acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity, whether directly or through a contractor, must be accessible to disabled persons. Concessionaire shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state or local disability rights legislation. Concessionaire agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Concessionaire shall constitute a material breach of this Agreement.
- 16.7 Concessionaire agrees to cooperate fully with investigations by regulatory agencies and law enforcement including but not limited to the Federal Bureau of Investigation, National Transportation Safety Board, Department of Transportation, FAA, DHS and TSA.
- 16.8 Should Concessionaire, or Concessionaire's board members, officers, agents, employees, customers, guests, invitees, subtenants, assigns, contractors, or subcontractors violate any local, State, or Federal law, rule, or regulation applicable to the Airport, and should said violation result in a damage award, citation, or fine against the Authority, then Concessionaire shall fully reimburse the Authority for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the Authority in defending against or satisfying the award, citation or fine. Should any governmental entity claim that Concessionaire, its customers, agents, employees,

officers, guests, invitees, contractors or subcontractors, violated said rules and regulations, and seek to fine or penalize the Authority as a result of said violation, then Concessionaire shall fully reimburse the Authority for all costs and expenses, including reasonable attorney's fees, incurred by the Authority in defending against, settling or satisfying the fine or other penalty.

## 17. NON-DISCRIMINATION

- 17.1 Concessionaire shall comply with the following FAA required provisions as interpreted from time to time by the United States Department of Transportation (“USDOT”) or the FAA. The terms "Contractor", “Offeror”, “Applicant” and “Successful Bidder” as used in this Section 17 shall refer to the Concessionaire. In the event of conflict between the terms and conditions of Section 17 and any other provision of this Agreement, the term and conditions of this Section 17 shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.
- 17.2 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.
- 17.3 During the performance of this Agreement, the Concessionaire, for itself, its assignees and successors in interest agrees as follows: Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
- 17.3.1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 17.3.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in

Appendix B of 49 CFR part 21.

17.3.3 **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

17.3.4 **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

17.3.5 **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- Cancelling, terminating, or suspending a contract, in whole or in part.

17.3.6 **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16.4 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to



comply with the following non-discrimination statutes and authorities; including but not limited to:

- 16.4.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 16.4.2 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 16.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 16.4.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 16.4.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 16.4.6 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 16.4.7 The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 16.4.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 16.4.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 16.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

16.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

16.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

16.5 Concessionaire for himself/herself, his/her 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 ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

## **18. ENVIRONMENTAL COVENANTS**

18.1 The Authority represents that, to the best of its current actual knowledge, it is unaware of the existence of any Hazardous Material on any of the currently-existing service areas. Concessionaire shall have the right (but not the obligation) to conduct a “Phase I” environmental assessment of its service area at Concessionaire's cost. If this “Phase I” assessment indicates that Concessionaire's service area is contaminated with Hazardous Material, Concessionaire shall immediately notify the Authority of the suspected contamination. The Authority will then conduct a “Phase II” environmental assessment of Concessionaire's service area at the Authority's cost. If this “Phase II” assessment confirms that the service area is contaminated, the Concessionaire shall have the right to require the Authority to remedy that contamination. The Authority shall be considered to have remedied this contamination for the purposes of this Section (though it may have other obligations under law) by, at the Authority's sole option, either (a) delivering to Concessionaire a substitute service area not contaminated with Hazardous Material or (b) decontaminating the Concessionaire's service area. The remediation set forth in this Section shall be Concessionaire's sole and exclusive remedy for any alleged breach by the Authority of the provisions of this Section. In order for Concessionaire to avail itself of the rights set forth in this Section, Concessionaire must notify the Authority of any alleged contamination on or before April 1, 2025 and, in any event, before improvements to Concessionaire's Service Area are started. Time is of the essence and Concessionaire's failure to timely notify the Authority of any alleged contamination shall result in a forfeiture

of the rights provided in this Section. Each environmental assessment referenced above must be performed by a qualified environmental engineer according to the applicable standards of the American Society of Testing and Materials, if any.

- 18.2 Concessionaire shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Concessionaire, its agents, employees, contractors or invitees, without the prior written consent of the Authority. If Concessionaire breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Leased Premises caused or permitted by Concessionaire results in contamination of the Leased Premises, then Concessionaire shall indemnify, defend and hold the Authority harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages, arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the Authority by Concessionaire includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Concessionaire results in any contamination of the Leased Premises, Concessionaire shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises, provided that the Authority's approval of such actions shall first be obtained. Concessionaire's obligations set forth in this Section shall survive the termination of this Agreement.
- 18.3 As used in this Section, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Article 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a "hazardous waste" pursuant to Article 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903); (vi) defined as a "hazardous substance" pursuant to Article 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601); (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991); or, (viii) lavatory waste.
- 18.4 Without limiting the forgoing, in its operations on the Airport, the Concessionaire shall also comply with applicable provisions of the Authority's Storm Water Management Plan as it exists on the date of this Agreement, or as it may be

amended from time to time by the Authority.

**19. MISCELLANEOUS**

19.1 Quiet Enjoyment. The Authority represents that upon payment of fees when due and upon performance of all other conditions herein, Concessionaire shall peaceably have, possess and enjoy the Leased Premises and uses herein granted without hindrance or disturbance from the Authority, subject to the Authority's rights discussed elsewhere herein.

19.2 Authorization. The Authority represents that it has the authority to enter into this Agreement and grant the rights contained herein to Concessionaire. If Concessionaire is a limited liability company, the undersigned warrants and represents that (1) he/she is a managing member or manager of said limited liability company; (2) his/her execution of this Agreement has been authorized by the members of the limited liability company pursuant to the terms of its operating agreement and is in the usual course of the limited liability company's business; and (3) by his/her execution of this Agreement, the limited liability company shall be deemed a signatory to this Agreement. If Concessionaire is a corporation, the undersigned warrants and represents that (1) he/she is an officer or agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signatory to this Agreement by his/her execution of it.

19.3 Waiver. Should Concessionaire breach any of its obligations hereunder, the Authority nevertheless may thereafter accept from Concessionaire any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the Authority's right to exercise

its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the Authority of any default, breach, or omission of Concessionaire under this Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

19.4 Notices. All notices by either party to the other shall be made by depositing such notice (a) in the registered or certified mail, of the United States of America, or (b) with a nationally recognized overnight courier service such as, but not limited to Federal Express or UPS, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed and postage and/or delivery fees prepaid.

All notices to the Authority shall be mailed to: Airport Administration  
Attn: Executive Director  
Grand Junction Regional Airport Authority  
2828 Walker Field Dr., Suite 301  
Grand Junction, Colorado 81506

All notices to Concessionaire shall be mailed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties from time to time may designate changes in the address stated, by providing written notice of said change in address in accordance with the notice provisions set forth above.

- 19.5 Relationship of Parties. It is understood that the Authority is not in any way or for any purpose partner or joint venture with, or agent of, Concessionaire in the use of the Leased Premises or Concessionaire's operations conducted under this Agreement.
- 19.6 Partial Invalidity. If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.7 Successors. The provisions, covenants and conditions of this Agreement shall bind, and inure to the benefit of, the legal representatives, successors and authorized assigns of each of the parties.
- 19.8 Assignment. Concessionaire shall not assign its interest herein without the written consent of the Authority, which consent shall not be unreasonably withheld. If an assignment is made, the Concessionaire-Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the Assignment, unless the Authority specifically releases Concessionaire-Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Section as if they were the original Concessionaire.
- 19.9 Sublease. Concessionaire may not sublease all or any portion of the Leased Premises, or all or any portion of any improvements thereon, without first obtaining written approval of the Authority for the sublease. Any sublease must be in writing and be made subject to the terms and conditions of this Agreement. In addition, before any sublease becomes effective, the subtenant must execute an Agreement with the Authority, in a form and acceptable to the Authority, by which the subtenant is authorized to do business on the Airport.
- 19.10 Collateralization Rights
- 19.10.1 Concessionaire is hereby authorized to utilize as collateral any of its personal property used or stored on the Leased Premises and any monies to which it may be entitled to be paid from Authority under the terms of this Agreement.
- 19.10.2 Concessionaire shall not utilize as collateral this Agreement itself, its operating rights under this Agreement, any improvements or fixtures it

constructs or installs on its Leased Premises or its right to occupy or use those improvements or fixtures. If Concessionaire assigns this Agreement, or its operating rights under this Agreement, or its right to occupy or use any improvements or fixtures it constructs or installs on its Leased Premises to a third party as collateral for a loan Concessionaire obtains from said third party, or to secure performance of Concessionaire's obligations under an agreement with said third party, or for any other reason whatsoever, said assignment shall be deemed a material breach of this Agreement. Furthermore, said collateralization shall not be binding upon the Authority, and the assignee or lienor shall have no interest in this Agreement, nor shall assignee or lienor enjoy any concession operating rights upon the Airport, or any right to occupy or use any improvement or fixture upon the Airport, should Concessionaire default in the payment of its loan, or performance of its agreement, with said third party.

19.10.3 Should Concessionaire encumber any improvements or trade fixtures it constructs or installs upon the Leased Premises, Concessionaire shall be responsible for eliminating said lien or encumbrance, and holding the Authority harmless from said encumbrance, at the time said improvements and trade fixtures are conveyed to the Authority, following the expiration or sooner termination of this Agreement.

19.11 Attorney's Fees. Should Concessionaire breach this Agreement, Concessionaire shall pay the Authority all reasonable attorney's fees, costs and other expenses incurred by the Authority in enforcing its rights as a result of said breach.

19.12 Headings. The headings contained in this Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

19.13 Entire Agreement; No Effect Beyond Term. This writing, together with all of the attached Exhibits, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by Authority and Concessionaire. Except as specifically set forth in this Agreement, this Agreement only applies to the relationship between the parties during the term of this Agreement and shall not be construed to grant Concessionaire any rights after the expiration or sooner termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY**

**CONCESSIONAIRE:**

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

\_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT NO. 5:**

BID FORM



**BID FORM**

**RENTAL CAR CONCESSION**  
**GRAND JUNCTION REGIONAL AIRPORT**  
**GRAND JUNCTION, COLORADO**

TO: Grand Junction Regional Airport Authority ("Authority")  
2828 Walker Field Dr. #301  
Grand Junction, CO 81506

The undersigned has received and thoroughly reviewed the documents contained in the bid package for the operation of a rental car concession at the Grand Junction Regional Airport ("Airport"), consisting of the following:

- Invitation to Bid and Instructions to Bidders
- Bid Form (this document)
- Concession Agreement Draft
- Affidavit of Non-Collusion
- ACDBE Form
- The following numbered addenda: \_\_\_\_\_

After having carefully examined the same, the undersigned hereby submits the following bid proposal for one (1) rental car concession at the Airport.

**AGREEMENTS**

In submitting this bid, the undersigned hereby understands and agrees:

1. To hold its bid open for ninety (90) days from the date of the bid opening;
2. Should the Authority accept the undersigned's bid within said ninety (90) day period, to execute and mail or hand-deliver to the Authority, a Concession Agreement, in the precise form of the Agreement contained in the Bid Package, as said Agreement may have been amended by Addenda issued prior to the opening of bids;
4. That the undersigned's bid proposal shall be governed by, and subject to, all of the terms and conditions of the Instructions to Bidders contained in the Bid Package; and
5. That the Authority shall take into account the amount of the undersigned's guaranteed minimum full term concession fee set forth below; whether the undersigned elects, in the spaces provided below, to lease a service area from the Authority; and whether the undersigned commits, in the space provided below, to build Substantial Improvements on its service area, and, if so, the amount of Substantial Improvements the undersigned commits to build, in determining to which bidders to award new concession agreements, and in determining how to allocate terminal building rental car office and ticket counter areas and available service areas to successful bidders.

**GUARANTEED MINIMUM CONCESSION FEE**

The undersigned must fill in below, in the blank spaces provided, the minimum concession fee it hereby guarantees it will pay to the Authority, during each period of the five-year concession term. In order for the undersigned's bid proposal to not be deemed irregular by the Authority, and subject to rejection by the Authority on account of said irregularity, the guaranteed minimum concession rental set forth by the undersigned, below, Concessionaire shall pay to the Authority annually, as rent for the privilege of operating its rental car concession from the Airport, the Concession Fee, which shall be the greater of: Ten percent (10%) of Concessionaire's Gross Revenues ("Percentage Rent") for each such period of the concession term, or the respective yearly amount shown below as the Minimum Annual Guarantee ("MAG"):

First Period (April 1, 2025 - March 31 2026)	\$ _____
Second Period (April 1, 2026 - March 31 2027)	\$ _____
Third Period (April 1, 2027 - March 31 2028)	\$ _____
Fourth Period (April 1, 2028 - March 31 2029)	\$ _____
Fifth Period (April 1, 2029 - March 31 2030)	\$ _____
Guaranteed Minimum Full Term Concession Fee	\$ _____

Dated: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

Firm's Business Address:

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

Telephone: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name, Representative Capacity

**ATTACHMENT NO. 6:**

AFFIDAVIT OF NON-COLLUSION



- 6 That Bidder has not directly or indirectly, submitted his bid or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure a Concession Agreement, to any Person or to any member or agent thereof; and has given no money or other valuable consideration to any Person or to any member or agent thereof; for aid or assistance in securing a Concession Agreement in the event the same is awarded to the Bidder.
- 7 The statements of this Affidavit are true based upon the personal knowledge and/or belief of the Affiant.

Further Affiant saith not.

\_\_\_\_\_  
As \_\_\_\_\_ of  
Bidder: \_\_\_\_\_

Sworn before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**ATTACHMENT NO.7:**

**AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISES**

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)  
FORM  
GRAND JUNCTION REGIONAL AIRPORT  
RENTAL CAR CONCESSION**

Per the regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Authority that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Authority. A successful Bidder shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended, participate in the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility. The Airport's overall goal for car rentals during the period beginning FY2024 and ending FY2025 is the following: 1.62% of the total goods and services purchased for car rental operations at the Airport. A new goal will be established in 2025 for the period beginning FY2025 and ending FY2028.

If a selected Bidder is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Bidder shall seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Bidder for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

**ACDBE FORM**  
**LIST OF SUBCONTRACTORS/SUPPLIERS**

NOTE: The Bidder/Proposer is encouraged to solicit available ACDBE contractors to participate in potential subcontracting opportunities under the proposed contract.

The Bidder/Proposer, \_\_\_\_\_, as part of the procedure for the submission of bid/proposals on a project known as \_\_\_\_\_, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

Name Of Participating Subcontractor/Supplier	ACDBE Certification Number	Percent And Dollar Amount Of Subcontract

List all DBE subcontractors/suppliers solicited but not selected for participation on project. (Note: Do not include participating subcontractors/suppliers listed above). If none were solicited, provide an explanation. Use additional sheets, if necessary.

Name Of Subcontractor/Supplier Solicited	ACDBE Certification Number	Reason Not Selected

Only companies certified as a ACDBE by the State of Colorado, listed in the Colorado UCP ACDBE Directory can be applied toward the Grand Junction Regional Airport Fiscal Year ACDBE goal. All ACDBE subcontractors/suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form.



It is understood and agreed that, if awarded a contract by the Airport, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Disadvantage Business Enterprise Liaison Officer (DBELO) (through the submittal of the Change or Addition of Subcontractors/Suppliers on Federally Funded Contracts).

**AFFIRMATION**

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

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

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