



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

January 5, 2016

City Council President Linda Morad
Honorable Members of the City Council
City Hall
133 William Street
New Bedford, MA 02740

RE: AVIS/BUDGET RENTAL CAR CONCESSION AGREEMENT

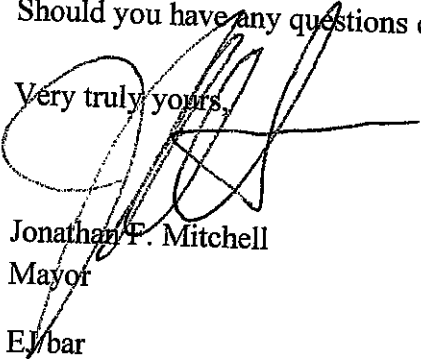
Dear President Morad and Members of the New Bedford City Council:

I am enclosing for your consideration a proposed Order authorizing me to execute a new five year rental contract with the winning bidder Avis/Budget for the car rental concession at the New Bedford Regional Airport. The terms of this agreement are considerably more favorable than the expiring contract.

There is an increase in the base annual rental fee for cars from \$37,000.00 to \$40,000.00 with a corresponding increase in the percentage payment for rental sales from 4% to 10%. Furthermore, the agreement now provides additionally for the rental of small box trucks with a \$24,000.00 annual guaranteed base payment plus 6% of the rental sales. Additionally, Avis will rent five new parking spaces at the airport for the trucks at a fee of \$6,000.00 per year. Therefore, the guaranteed annual increase in the contract is \$33,000.00 per year. Based upon last years rental figures the increase from 4% to 10% will potentially result in additional annual revenue to the airport of \$65,000.00 (not including the 6% of truck rental sales) above the total guaranteed annual payment of \$70,000.00.

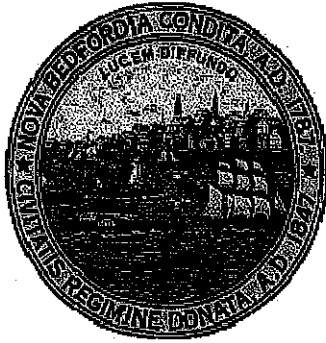
Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,


Jonathan F. Mitchell
Mayor

EJ/bar

Enclosure



CITY OF NEW BEDFORD

OFFICE OF THE CITY SOLICITOR

133 William Street, Room 203

New Bedford, MA 02740-6163

Tel. (508) 979-1460

Fax (508) 979-1515

MEMORANDUM

TO: Mayor Jonathan Mitchell

FROM: Eric Jaikes, Assistant City Solicitor

DATE: January 5, 2016

SUBJECT: AVIS RENT A CAR – 5 YEAR AIRPORT CONCESSION AGREEMENT

Attached please find bid documents and airport rental car concession agreement from February 1, 2016 through January 31, 2021. The winning bidder was Avis/Budget.

The prior agreement called for a base payment annually of \$37,000.00 plus 4% of rental revenues resulting in average gross annual payments to the Airport for car rentals of approximately \$82,000.00 per year.

The new contract calls for an increase in the base payments of \$3,000.00 to \$40,000.00 annually plus an increase in the percentage payments from 4 to 10%. Based upon prior years rentals this equates to an additional \$68,000.00 in percentage payments per year over the prior agreement.

Additionally, small box truck rentals will be permitted with a base fee of \$24,000.00 per year plus 6% of rental receipts and an additional annual payment of \$6,000.00 for 5 parking spaces.

The increase in guaranteed funds over the prior contract is \$33,000.00. It is expected that due to the increase in the percentage of sales figures for rentals and the new truck rental percentage the Airport will realize at least \$65,000.00 over the last contracts annual percentage revenue resulting in gross additional receipts of approximately \$98,000.00 per year.

Because the agreement is expiring at the end of this month, I would ask you to place this matter on the next City Council meeting in January for their consideration. I have also enclosed a proposed letter from you to the council as well as a proposed Order for your consideration.

Should you have any questions, please do not hesitate to contact me.

EJ/bar

Enclosures



CITY OF NEW BEDFORD

CITY COUNCIL

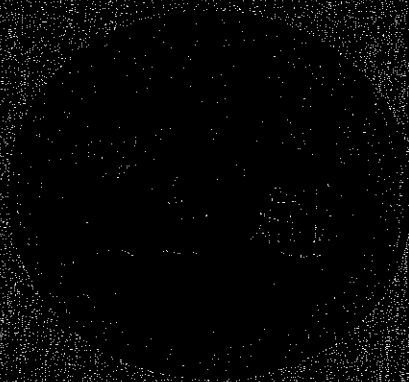
January

, 2016

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Ordered, that the Chairman of the Airport Commission and the Mayor are hereby authorized on behalf of the City to execute a rental car operating agreement between the City of New Bedford and Avis/Budget Car Rental, LLC. A copy of the Operating Agreement is attached hereto and made a part hereof.

Journal of the
Royal Society of Medicine



Printed by the
Royal Society of Medicine

**CITY OF NEW BEDFORD
ADDENDUM #1**

The City of New Bedford issues the following Addendum #1 for
IFB # 16482133- Automobile Rental Services Concessions

November 23, 2015

This is to advise bidders of questions and answers provided.

Q1. Pages 3 and 4 state that the deposit can be in the form of a certified check, certificate of deposit or a bond, however, later on page 4 a check only. Please clarify that a bond is an acceptable form of security.

A1. A deposit in the form of a certified check, certificate of deposit or a bond will be acceptable.

Q2. In the event we provide an additional proposal regarding trucks, can you advise on the amount of spaces available and the cost of them?

A2. It is the responsibility of the bidder to anticipate the number of spaces needed for their additional proposal. Depending on the bidder's request, the airport may utilize paved or unpaved spaces located in the airport's main parking lot or in an adjacent overflow parking area to facilitate the request. The cost of said spaces will also be dependent on the bidder's request. As noted on page 3 of the RFP, additional spaces for car rental vehicles can be obtained for an additional fee based upon fair market value currently rated at \$1,200.00 per space per year. Bidders are encouraged to consider this information when developing their optional additional bid for truck rentals and associated minimum concession fee and proposed percentage of the annual adjusted gross receipts.

Q3. The airport has two separate counters available, yet the RFP provide for a single provider. We believe it would serve the traveling public better if the RFP allowed for the award of two dual branded concessions, one at each counter. The airport would need to devote more ready spaces to car rental but could require each proposer to bid at least \$40,000/year. In the event you have only one bidder you would have the same \$40,000 and could reduce the ready spaces back to 34 while requiring that both counters be used. We believe the above approach creates the most opportunity for choice to the public but protects the City financially.

A3. At this time the Airport does not physically have the ability to successfully provide for the operation of two separate car rental providers. Parking spaces, cleaning areas, and office space are all currently limited to the existing terminal building and adjacent areas which are currently at max potential. Given the existing physical constraints, the Airport feels that it would be best suited and most attractive to bidders to only solicit one car rental provider. However, if in the future the reconstruction of said areas does offer the physical flexibility needed to accommodate multiple car rental providers the Airport will adjust future RFPs accordingly to meet the needs of the Airport and offer the public the most opportunity for choice in rental car services.

**CITY OF NEW BEDFORD
ADDENDUM #2**

The City of New Bedford issues the following Addendum #2 for
IFB # 16482133– Automobile Rental Services Concessions

November 23, 2015

This is to advise bidders of a NON MANDATORY SITE VISIT

WE HAVE SCHEDULED A NON MANADATORY SITE VISIT AT THE AIRPORT TO
ACCOMMODATE PROPOSERS THAT MAY BE INTERESTED IN SUBMITTING A PROPOSAL
FOR THE CAR RENTAL LICENSES AT THE AIRPORT

THE SITE VISIT WILL TAKE PLACE WEDNESDAY, DECEMBER 9, 2:00 PM.

ALL PROSPECTIVE BIDDERS CAN MEET IN THE AIRPORT CONFRENECE ROOM

PLEASE REMBEMBER THAT ANY AND ALL QUESTIONS MUST BE SUBMITTED IN WRITING
AND SENT TO DEBRA.TRAVERS@NEWBEDFORD-MA.GOV

**CITY OF NEW BEDFORD
ADDENDUM #3**

The City of New Bedford issues the following Addendum #3 for
IFB # 16482133– Automobile Rental Services Concessions

December 8, 2015

This is to advise bidders of additional questions and the answers provided.

Q1. Please provide a copy of the proposed new Agreement for automobile rental concessions, as well as site depictions of counter and rental car lot...

A1. A proposed new agreement has not yet been drafted as it is subject to the awardees proposal and whether or not that proposal will include one brand or two separate brands and whether or not that proposal will include an optional bid for the rental of small box trucks. However, the agreement is expected to be similar to the agreement currently in place which was developed during the last RFP process. The site for the counter and business operation will be located in the airport terminal building lobby area. The site for the rental car lot will be immediately across the street from the airport terminal building.

Q2. Please provide the linear length of the counters.

A2. The current counters are approximately 12ft in length and are owned by the current operator.

Q3. Please confirm that no additional brand can be added to any Proposer's agreement during the term of the agreement, other than the brand(s) that Proposer specified in its proposal.

A3. Only the brands proposed in the awardees proposal will be permitted to operate during the term of the agreement.

Q4. It is not specified in the RFP where Proposers are to send their proposals. Please confirm they should be sent to the City of New Bedford, Purchasing Department, Room 208; 133 William Street; New Bedford, MA 02740.

A4. Page 3 of RFP states "sealed proposal will be received at the above listed address" which is the City of New Bedford; 133 William Street, Room 208, New Bedford. MA 02740

Q5. The RFP is a bit confusing as the first sentence on page 2 states that the City is soliciting proposals for the management and operation of "up to two (2) Automobile Rental Services Concessions..." Likewise, the Agreement Terms, paragraph 1 references a possibility of more than one operator. Yet, other references seem to be to only one concession. Please clarify whether you will award only one concession or if you may award 2 concessions, to the separate companies.

A5. There will be one concession awarded to one company. Said company may propose to operate one or two brands at the available counters.

Q6. Q&A #3 seems to clarify that only one concession will be awarded, and states the airport does not physically have the ability to successfully provide for the operation of two separate car rental providers. But, the City currently has two separate brands operating at the Airport. The RFP on page 2 states that the successful Proposer may utilize both counters for a single brand or for two separate brands, therefore acknowledging that there can be one brand in each counter. In the interest of competition we propose the City accept proposals from rental car companies for one brand for each of two Concessions. Companies could submit more than one Proposal, one each for two of their brands. Each proposal could be for one counter, and 17 Ready/Return spaces. That way the City would not limit the opportunity to only one company, yet one company could still bid for and achieve both counters if their two bids were considered most advantageous to be awarded two concessions. This will create a more competitive Proposal environment.

A6. There will be one concession awarded to one company. Said company may propose to operate one or two brands at the available counters.

Q7. Page 2, first paragraph. If only one Proposal is accepted, must that Proposer use and occupy two separate counters, or may the Proposer use and occupy only one counter.

A7. Yes the proposer will either occupy both counters with one brand or one brand for each counter.

Q8. Page 5, Performance Bond – We request that the Performance Bond be based on a percentage of the minimum guarantee that we propose, not based on the City's "estimated income" from our Concession. Further, we request that the amount be reduced from 50% to 25% which is more in line with the industry standard.

A8. The Performance Bond requirement will remain as stated.

Q9. In the event you do not change the above, please explain how you will determine what the City's "estimated income" from the Proposer will be? In the last RFP it was stated that the incumbent's revenue would be used. However, the incumbent may have corporate contracts or receive local business (customers who did not fly in on planes) that the new concessionaire may not receive. Therefore again we propose the Performance Bond be based on the percentage of the minimum guarantee proposed for the first year, and then reset based on the income from the previous year.

A9. The "estimated income" will be based on prior years of operation. The performance bond requirement will remain as stated.

Q10. Page 5, 5th paragraph. We respectfully object to a company being allowed to correct mistakes made in their proposals after proposal opening and would ask the City to reconsider this provision.

A10. As stated if an error is "clearly" evident on the face of the proposal the mistake can be corrected to reflect the intended correct proposal.

Q11. Page 6, last para. Enterprise Rent-A-Car Company of Rhode Island is an LLC. However, we can still have secretary attestation and affix a seal. Please confirm this suffices.

A11. The city has provided a form for LLC to complete (attached to this addendum)

Q12. Page 7, Sec.B We request that the Minimum Proposal be changed to be "the greater of" the Minimum annual Guarantee (MAG) or the proposed percentage fee, instead of the minimum Concession Fee AND the proposed percentage fee. To illustrate, if a proposer bids a MAG OF \$40,000 and a percentage fee of 6%, and has revenue \$1Million, the Proposer should not have to pay \$40,000 PLUS 6% (or \$60,000) for a total of \$100,000. The proposer should be required to pay the greater of the MAG (\$40,000) or 6% (\$60,000) which would be \$60,000.

A12. The minimum proposal will include a minimum concession fee and a percentage of the annual adjusted gross receipts as outlined in "Minimum Proposal" under Sections A and B.

Q13. If you intend the Proposer to pay the MAG PLUS the % fee, we request you reduce the minimum % fee to 4% which was the minimum in the last bid. To increase it to 6% plus a minimum of \$40,000 could cause the Concessionaire to pay much more than 10% of its revenue.

A13. The minimum proposal will include a minimum concession fee and a percentage of the annual adjusted gross receipts as outlined in the "Minimum Proposal" under Sections A and B.

Q14. Page 7, Sec. B We respectfully object to fees being increased annually by CPI. As we do more business, our percentage fee payment to you will automatically be more each year and there would be no need for any other adjustment. Please eliminate the CPI adjustment for the concession fee in this section, and also on Page 14 Section 6 and also on the proposal form. We have no issue with the rent (if any) increasing with CPI.

A14. The annual minimum concession fee is for the use of the counter space, parking facilities, and other associated airport terminal facilities. Therefore, the monthly concession fee made for the use of these areas will be adjusted accordingly by CPI increase as stated in Section B of the Minimum Proposal. However, the proposed percentage of annual adjusted gross receipts will not be subject to CPI adjustments.

Q15. Page 7. Sec. B. Please strike the words "rental payment" in the first line of the 2nd paragraph. Concession/percentage fees should not be referred to as "rent". These items are not rent but rather fees paid for the privilege of operating a concession at the airport. Labeling these fees as rent could have adverse tax consequences.

A15. The minimum concession fee and the proposed percentage of annual adjusted gross receipts are two separate payments that will be made to the airport. As stated above, the annual minimum concession fee is for the use of the counter space, parking facilities, and other associated airport terminal facilities. The proposed percentage of annual adjusted gross receipts is assessed for the privilege of operating a concession at the airport.

Q16. Please confirm that there is no "rent" for counters or for the first 34 Ready/Return spaces (or 17 if you award two concessions).

A16. There will be no separate rental payment due in this agreement. All fees due associated with the utilization of airport facilities are already included in the minimum concession fee.

Q17. Page 8. Sec i. While Proposer has been in operation for over 23 years, the majority of Proposer's business is through "home-city" rental branches and Proposer currently has only one airport operation. Please accept a list of 5 locations that includes airport and home-city locations, and the contact/references for those, locations.

A17. A list of five similar operations of similar size and scope is required. While airport locations are preferred it is understood that proposers may not have five airport locations and contact information for reference. In this case, a list of airport and home-city locations of similar size will be acceptable.

Q18. Also, Proposer has 70+ "sister" subsidiaries (companies owned/controlled by Proposer's parent company, Enterprise Holdings, Inc.) that operate at over 280 airports across the country, including all 100 of the top 100 U.S. airports. Employees of Proposer have held positions and have experience at various of these locations nationwide, and we can include a list of similar airports as which Proposer's subsidiaries operate. Please indicate this is acceptable.

A18. Proposer is required to submit a list of five similar operations of similar size and scope. Additional information may be submitted by proposer with regard to companies owned/controlled by proposer's parent company, but are not required.

Q19. Gross Receipts is defined as net time and mileage charges received before discounts. "Net" time and mileage means time and mileage after discounts. We request that you change the phrase "before discounts" to "after discounts" so that we are allowed to deduct discounts from time and mileage before calculating what is owed the City. His change was made during the last RFP. If a customer has a coupon for \$10 off, for instance, the rental will be at a rate \$10 lower. We should not have to pay a fee on the higher amount as we have not received that money. Please confirm that we should report or "net" time and mileage charges, after discounts.

A19 The phrase will be changed to the following, "less discounts"

Q20. Page 8 Sec.iii. We are a privately held company and do not have "annual reports", nor are the financials of Enterprise Rent-A-Car Company of Rhode Island, LLC audited. The financials of Proposer are reviewed by internal accounting staff. Please confirm that you will accept, in lieu of audited financials, Proposer's annual balance sheets and statements of comprehensive income, along with a certification letter from Proposer's Chief Financial Officer certifying that the financials are prepared in accordance with GAAP.

A20. Proposer's annual balance sheets and statements of comprehensive income, along with a certification letter from Proposer's Chief Financial Officer certifying that the financials are prepared in accordance with GAAP will be acceptable.

Q21. Page 8 Sec. viii. If an LLC, will a resolution of signing authority signed by LLC Managers suffice? This is what is typically provided for an LLC. If so, please confirm that the form on page 19 is not required if the Proposer is not a corporation.

A21. Signing authority signed by LLC Manager (s) is acceptable provided proposer is LLC (form attached)

Q22. Page 10 and Page 14 (Sec.2) Please also include language to the RFP and to the Agreement which states: "The Request for Proposals, including all issued addenda and questions and answers, are hereby incorporated into and made part of the Agreement".

A22. All documents issued including Addenda are incorporated into the agreement as standard practice.

Q23. Page 12, Sec.4 We request that the signage plan not be required with the proposal, but submitted after receipt of award of the agreement. If we must submit the signage plans now, please provide the Sign Code and size, type and number to be consistent with Airport signage.

A23. Signage is subject to approval by the airport manager and will not be withheld unless the airport manager finds the proposed signage is not consistent with other airport signage and shall so advise the rental car agency.

Q24. Page 14, Sections 5 & 6. Please strike the words "rental payment" Concession/percentage fees should not be referred to as "rent". These items are not rent but rather fees paid for the privilege of operating a concession at the airport. Labeling these fees as rent could have adverse tax consequences.

A24. The words rental payment will be removed.

Q25. Page 15, Sec 12. States: that we are responsible for constructing a customer service area (booth). Is that correct or are there already service areas in place that we can simply modify for our use, if necessary.

A25. The existing counters are owned by the current operator. A new operator will be responsible for constructing their own customer service area.

Q26. Page 15, Sections 15,16,and 17 – Please confirm that there is no paving, crack sealing or fence maintenance required at this time. We should not have to commence a new Concession and be required to do maintenance that has not been done by a current concessionaire.

A26. While no maintenance efforts are required at this time, it is the awardees' responsibility to maintain the parking facilities in a manner fit for their operation and consistent with other airport facilities during the term of the agreement. If at any time management staff and/or the airport commission see that the facilities are being neglected or are in a manner inconsistent with other airport facilities they may request that maintenance be performed by the awardee in accordance with their outlined responsibilities.

Q27. Page 15 Sec.21. This states that the performance bond must be equal to 50% of the amounts expected to be paid to the Airport but not less than \$50,000. Page 5 of the RFP does not mention the \$50,000 minimum. If there are two concessionaires, the \$50,000 minimum may be much more than 50% of the amount expected to be paid. Please delete the reference to a \$50,000 minimum.

A27. This requirement will remain as stated.

Q28. Page 16, Sec 28 – If we are relocated, please confirm that we would receive space equal in size to current counter, comparable location, signage, visibility, utilities, etc, so as to minimize the disruption to the operation.

A28. In the event of a new terminal building being constructed the airport will ensure that all reasonable efforts are made to minimize the disruption during construction. Additionally upon completion of construction, the airport will also ensure that the operator is relocated to a location of comparable space and one that offers equivalent facilities to that of the existing terminal.

Q29. Page 17, Proposal Form – Please strike the CPI references (see above question)

A29. See answer to question #14

Q30. Page 17, Proposal Form – Are we required to request additional spaces for the truck operation, or can we operate the trucks out of the 34 spaces to be included with the car rental concession?

A30. No. As stated on page two paragraph four of the RFP, the proposer is not required to request additional space; the request is an option available to the successful bidder. However, if no request is made it is expected that all car rental operations will be isolated to the original thirty four spaces and no overflow is expected or permitted.

Q31. Page 18. Regarding the Certificate of Non-Collusion, will you confirm that “collusion would be defined as illegal cooperation or conspiracy to cheat or deceive and is not the coordination that takes place between brands owned by the same company.

A31. It is not the City’s position to give legal advice please consult your attorney.

Q32. Please confirm this form is only required of a corporation and that an LLC may submit a resolution of signing authority signed by the Managers of the LLC.

A32. Yes a resolution of signing authority signed by the Manager (s) of the LLC will be acceptable provided proposer is LLC. (form attached)

LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

*Company Name)

This certificate is made as of the _____ day of _____, 2015, by _____, member and Manager of _____, doing business as _____ a Massachusetts Limited Liability Company.

The undersigned member and Manager of _____, a Massachusetts Limited Liability Company, being duly authorized to execute documents to be filed with Office of the Secretary of State of Massachusetts, hereby does state as follows:

1. The Agreement for l Services between the City of New Bedford and _____ LLC is approved by _____ LLC.
2. _____ is a duly qualified and acting member and the Manager of _____ LLC
3. _____ is hereby is authorized to execute the Agreement for Services between the City of New Bedford and _____ LLC

IN WITNESS WHEREOF, I have affixed my name as member and Manager of _____ LLC this _____ day of _____, 2015.

Authorized signatory

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2015

Then personally appeared the above-named _____, member and Manager of _____ LLC and acknowledged the foregoing statements to be true and the foregoing instrument to be his free act and deed and the free act and deed of _____ LLC, before me,

Signature

Printed name:

Notary Public/Justice of the Peace

My commission Expires: _____



**City of New Bedford
New Bedford Regional Airport
Request for Proposals # 16482133
Automobile Rental Services Concessions**

The City of New Bedford Massachusetts, acting through its Airport Commission herewith solicits sealed proposals for the management and operation of up to two (2) Automobile Rental Services Concessions at the New Bedford Regional Airport located in the City of New Bedford, Massachusetts. The successful bidder may utilize both counters for a single brand or for two separate brands. The successful proposer will obtain a license from the City of New Bedford for a period of five (5) years, to use and occupy two separate counters each approximately thirty-five (35) square feet of space, located within the first floor lobby of the Airport Terminal Building (hereinafter referred to as the "Premises"). The successful proposer will also be able to use up to thirty four (34) parking spaces, as designated by the Airport Commission. Additional spaces can be obtained for an additional fee based upon fair market value currently rated at \$1,200.00 per space per year.

In addition, the airport will also accept automobile rental bids which also include an optional additional bid for the rental of small box trucks not to exceed sixteen feet (16ft) in box length and twelve thousand pounds (12,000 lbs) in gross vehicle weight.

The successful bidder shall have the option to enter into a license with the City of New Bedford to utilize an adjacent one hundred eighty seven (187) square feet of office space for a period of time coterminous with this automobile rental services concession.

In the event the airport accepts an automobile rental bid which includes an additional bid for the rental of small box trucks the successful bidder shall have the option to enter into a license with the City of New Bedford to utilize a additional parking spaces on the airport for parking of rental trucks for a period of time coterminous with this automobile rental services concession.

The contract will be awarded to the responsive and responsible entity submitting a proposal offering the highest return to the airport with the best services to the public as specified in the RFP scope of services.

This procurement is in accordance with M.G.L. Chapter 30B Section 6.

The Request for Proposal including agreement terms and Proposal Form may be obtained and reviewed at:

City of New Bedford
Purchasing Department Room 208
133 William Street
New Bedford, MA 02740.

Proposal Documents will be available at the above address beginning on **Monday, November 16, 2015,** and will be available thereafter, **Monday through Friday 8:30 a.m. to 4:00 p.m.,** Electronic copies may be obtained by emailing: debra.travers@newbedford-ma.gov.

Sealed Proposals will be received at the above address until **2:00 PM prevailing time, Wednesday, December 16, 2015.**

Each proposal must be accompanied by a proposal deposit \$25,000.00. Proposal deposits may be in the form of Certified Check, Certificate of Deposit, or Proposal Bond, made payable to the City of New Bedford, Massachusetts.

Site Visit

No site visit has been scheduled.

**The City reserves the right to waive any informality in or to reject any or all proposals, or to award to other than the highest proposal(s), if deemed to be in its best interest of the City to do so.*

The City of New Bedford Massachusetts, acting through its Airport Commission herewith solicits sealed proposals for the management and operation of up to two (2) Automobile Rental Services Concessions at the New Bedford Regional Airport located in the City of New Bedford, Massachusetts. The successful bidder may utilize both counters for a single brand or for two separate brands. The successful proposer will obtain a license from the City of New Bedford for a period of five (5) years, to use and occupy two separate counters each approximately thirty-five (35) square feet of space, located within the first floor lobby of the Airport Terminal Building (hereinafter referred to as the "Premises"). The successful proposer will also be able to use up to thirty four (34) parking spaces, as designated by the Airport Commission. Additional spaces can be obtained for an additional fee based upon fair market value currently rated at \$1,200.00 per space per year.

In addition, the airport will also accept automobile rental bids which also include an optional additional bid for the rental of small box trucks not to exceed sixteen feet (16ft) in box length and twelve thousand pounds (12,000 lbs) in gross vehicle weight.

The successful bidder shall have the option to enter into a license with the City of New Bedford to utilize an adjacent one hundred eighty seven (187) square feet of office space for a period of time coterminous with this automobile rental services concession.

In the event the airport accepts an automobile rental bid which includes an additional bid for the rental of small box trucks the successful bidder shall have the option to enter into a license with the City of New Bedford to utilize a additional parking spaces on the airport for parking of rental trucks for a period of time coterminous with this automobile rental services concession.

The contract will be awarded to the responsive and responsible entity submitting a proposal offering the highest return to the airport with the best services to the public as specified in the RFP scope of services.

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The Request for Proposal including agreement terms and Proposal Form may be obtained and reviewed at: City of New Bedford, Purchasing Department Room 208, 133 William Street, New Bedford, MA 02740. Electronic copies can be obtained by emailing: debra.travers@newbedford-ma.gov.

Proposal Documents will be available at the above address beginning on **Monday, November 16, 2015**, and will be available thereafter, **Monday through Friday 8:30 - 4:00 p.m.**,

Sealed Proposals will be received at the above address until **2:00 PM prevailing time, Wednesday, December 16, 2015**.

Each proposal must be accompanied by a proposal deposit \$25,000.00. Proposal deposits may be in the form of Certified Check, Certificate of Deposit, or Proposal Bond, made payable to the City of New Bedford, Massachusetts.

This will not be a public opening.

The City of New Bedford assumes no responsibility and no liability for costs incurred related to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective entity interested in submitting a proposal due to unforeseen circumstances. Prospective entities interested in submitting a proposal must acknowledge receipt of all addenda within their responses to this solicitation.

Unexpected Closure

In, at the time of the scheduled proposal opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal opening will be postponed until 3:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

Package Marking

Proposal Packages must be marked on the outside of the package as "RFP 133 Lease of Airport Space for Car Rental Concession Management Companies." Packages must include all attached forms to this RFP or may be considered non-responsive.

Number of Copies

One (1) Original and four (4) copies of the proposals must be submitted by the opening date in sealed envelopes bearing the name of the entity submitting the proposal on the outside as well as the words "Proposal for Automobile Rental Services Concession".

Proposal Deposit

A proposal security in the form of a proposal deposit, certified check or a treasurer's check issued by a responsible bank or trust company in the amount of \$25,000 and must accompany the proposal. This Proposal Bond will become the property of the City of New Bedford as liquidated damages if the proposal is accepted and the entity submitting the proposal neglects or refuses to

comply with the proposal. Proposals not including a proposal security will not be considered.

Performance Bond

The successful Proposal must furnish a Fifty percent (50%) Performance Bond based on estimated annual income which the City of New Bedford will receive as a result of the Contract. The Bond must be issued by a Surety company satisfactory to the City. The successful proposal must provide Workman's compensation insurance, general liability insurance, hazard insurance, and comprehensive automobile and truck liability insurance as outlined herein.

Addenda

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed to all RFP recipients on record as having picked up the RFP

Questions

Questions concerning this Request for Proposals must be submitted **in writing, by fax, e-mail, or regular mail by 3:00 p.m. on Tuesday, December 1, 2015.** Written responses will be mailed or faxed or emailed to all RFP recipients on record as having picked up the RFP in the form of an addendum. Questions are to be submitted to: Debra Travers, Purchasing Agent, City Hall, 133 William Street, Room 208, New Bedford, MA 02740: fax:508-991-6148 or email: debra.travers@newbedford-ma.gov.

Corrections, Modifications

Any entity submitting a proposal may correct, modify, or withdraw the proposal by written notice received by the City, prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope, clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original submitted RFP.

After the proposal opening, an entity submitting a proposal may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities may be waived or the entity submitting the proposal will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposal will be notified in writing; the proposal may not withdraw the proposal. An entity submitting a proposal may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, and the intended correction proposal is not similarly evident.

Withdrawal of Proposal:

No entity submitting a proposal may withdraw its Proposal for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the proposal opening.

Award of Contract:

One contract will be awarded for this service at the New Bedford Regional Airport location. The contract will be awarded to the responsive and responsible entity submitting a proposal offering the highest return to the airport with the best services to the public as specified in the RFP scope

of services.

New Bedford Regional Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The airport is a primary commercial service airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). New Bedford Regional Airport has signed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport; and
6. To provide appropriate flexibility to our airports in establishing and providing opportunities.

Additional requirements set forth in the City of New Bedford's Statement of Policy regarding Minority/Women Business Enterprise and show the ability to comply with same prior to the award of the contract.

Proposal Prices

All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal opening.

Authorized Signatory

A proposal must be signed as follows: 1) if the proposal is submitted by an individual, by her/him personally; 2) if the proposal is submitted by a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposal is submitted by a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

**The City reserves the right to waive any informality in or to reject any or all proposal, or to award to other than the highest proposal, if deemed to be in its best interest of the City to do so (see award criteria)*

Site Visit

No site visit is scheduled

Minimum Proposal

The successful proposal will be required to pay:

- A. A minimum Concession Fee of \$20,000.00 annually for each counter, payments to be made monthly—see also attached Terms of Agreement;

Plus

B. A proposed percentage of the Annual Adjusted Gross Receipts of the New Bedford Regional Airport Operation. Any proposal of less than 6% will be rejected. The Annual Adjusted Gross Receipts of the New Bedford Regional Airport Operation includes the net time and mileage charges received, before discounts, from business at the New Bedford Regional Airport, unless the entity has additional rental car locations within 10 statute miles of the Airport. If the agency has additional rental car locations within 10 statute miles, then the proposal must specify a verifiable method to determine all charges with a direct or indirect connection to the Airport. For example, a rental car agency that provides a shuttle service from the airport to a remote location for vehicle pickup or other services must explain how such transactions are tracked and credited to airport operations. Explanations that cannot be easily verified or understood will be rejected. It is the intent of the Airport Commission for the airport concession to be the primary rental car location in the area.

Annually (effective January 1 of each year), the monthly concession fee/rental payment shall be adjusted in accordance with the Consumer Price Index as published using the following formula: multiplying the annual concession fee by a fraction, the numerator of which is the most recent Consumer Price Index for all Urban Consumers – all items– Boston, Massachusetts SMSA published by the Bureau of Labor Statistics and denominator of which is the corresponding index for the comparable period one year earlier. The result shall be divided by 12 to determine the monthly fee.

Evaluation Criteria

Requirements

In order to be considered responsive, the entity submitting a proposal must include in the proposal package the following information:

- i. List of five similar operations of similar size and scope and include airport contact information;
- ii. The location of any rental car operations operated by the entity, parent company or brand name submitting the proposal within 35 miles of New Bedford Regional Airport. ;
- iii. Annual Report and/or audited Financial Statements for past two years;
- iv. Resumes of proposed local management personnel.
- v. Statement acknowledging minimum insurance requirements.
- vi. List of any performance related claims or litigation against the entity submitting the proposal by client airports or municipalities for the past five years;
- vii. Statement that entity submitting the Proposal is willing and able to enter into the Automobile Rental Services Concession Agreement, terms included herein
- viii. If the entity submitting Proposal is a corporation, a Vote of Corporate Authorization, certifying the corporate capacity and authority of the party signing the proposal on behalf of the corporation;
- ix. Certificate as to Payment of State Taxes, in accordance with the provisions of M.G.L. c.62C, §49A;
- x. Certificate of Non-Collusion in accordance with M.G.L. c.30B, §17;
- xi. Proposal deposit as outlined above;
- xii. A business operations plan that meets the minimum requirements of the Airport. (See, scope of services - minimum requirements).
- xiii. DBE qualification/certification if applicable.

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

- Completeness of the Proposal;
- Ability to successfully and efficiently execute a plan to make the business operational including completing necessary improvements;
- References;
- Ability to maintain good management skills; management accountability and protection of assets;
- Responsiveness to the criteria, terms and conditions contained in the solicitation and attachments;

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

Each proposal will be evaluated in accordance with the following scale:

1. Overall business experience
 - a. Highly qualified: Engaged in business for 5 or more years with gross receipts of more than one million dollars per year (on average).
 - b. Qualified: Some business experience related to providing rental car service to the public.
 - c. Not qualified: No business experience providing rental car service to the public.
2. Business Operations Plan
 - a. Highly qualified: Plan exceeds minimum requirements (scope of services) and is based upon sound business practice.
 - b. Qualified: Plan meets minimum requirements.
 - c. Not qualified: Plan does not meet minimum requirements.
3. Business acumen.
 - a. Highly Qualified: Submitted a business operations plan that is professional, understandable, sound and realistic as well as backed by letters of credit, loan commitments, audited financial statements or other guarantees.
 - b. Qualified: Submitted a business plan that is understandable, sound and realistic.
 - c. Not qualified: Submitted a business plan that is not understandable, or not sound or not realistic.
4. Commitment to the Airport that goes beyond simply being an airport tenant and contribution to airport growth.
 - a. Highly Qualified: Primary business is focused on the airport, has a proven track record of meeting its commitments, and has included a plan to work with other airport tenants to develop and add to overall business climate of the airport.
 - b. Qualified: Airport is not primary focus of its business but meets the minimum standards contained in the RFP and has a proven track record of meeting its commitments...

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

Specifications

The Agreement will be for a period of five (5) years.

New Bedford Regional Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The airport is a primary commercial service airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). New Bedford Regional Airport has signed airport grant assurances that it will comply with 49 CFR Part 23. It is the policy of the airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport; and
6. To provide appropriate flexibility to our airports in establishing and providing opportunities.

Additional requirements set forth in the City of New Bedford's Statement of Policy regarding Minority/Women Business Enterprise and show the ability to comply with same prior to the award of the contract.

The Automobile Rental Services Concession Agreement Terms, included herein, is incorporated into this RFP. The successful entity must agree to all specifications and requirements contained in those terms.

The City of New Bedford is an Affirmative Action/Equal Opportunity Employer.

Proposals must complete and include the required documents when submitting their proposal.

1. Proposal Form
2. Non Collusion Certification
3. State Tax Certification
4. Vote of Corporation Form (if applicable)
5. W-9
6. Business Operations Plan
7. All, documents, certifications and references described in the evaluation criteria above.
8. Deposit (Performance bond is not required until after the award, but must be received before the agreement is completed)

Scope of Services - Minimum Standards:

1. Hours of Operation (minimum) Cars are ready for rental and staff is on duty at the airport.

Monday through Friday 8 AM to 6 PM

Saturday and Sunday 8 AM to 2 PM.

Municipal Holidays (except Christmas, New Years and Thanksgiving) 8 AM to 2 PM.

2. After Hours Operations

A system to return cars whenever the counter is closed must be posted and user friendly. The after hour's system for returns must be described in complete detail within the Business Operations Plan submitted as part of the RFP.

3. Automobiles

Automobiles will be clean and mechanically sound. The Business Operations Plan will include a description of how vehicles will be cleaned and maintained.

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

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

All car rental vehicles must be stored in the rental car parking lot designated by the Airport Manager and may not be stored, parked in any other location.

Vehicle cleaning operations of fifteen minutes or less may be conducted alongside the administration building. When not in use cleaning equipment must be stored outside of the view of the public.

Any rental vehicle returned during business hours by a customer to the Administration Building, the employee parking lot or non-rental car lot must be moved by the Operator within 15 minutes of drop off by the customer. Any rental vehicle left by a customer after business hours at a location other than the car rental lot must be moved by the Operator within 15 minutes of opening for business on the next business day.

The New Bedford Regional Airport will also accept automobile rental bids which also include an optional additional bid for the rental of small box trucks not to exceed sixteen feet (16ft) in box length and twelve thousand pounds (12,000 lbs) in gross vehicle weight.

In the event the airport accepts an automobile rental bid which includes an optional additional bid for the rental of small box trucks the successful bidder shall have the option to enter into a license with the City of New Bedford to utilize additional parking spaces on the airport for the parking of rental trucks for a period of time coterminous with this automobile rental services concession. Said optional additional proposals should include a request for the number of parking spaces required as well as a guaranteed additional minimum concession fee for truck rentals and a proposed percentage of the annual adjusted gross receipts relating specifically to truck rentals.

4. Signage

Each entity will submit a signage plan for approval by the airport manager. Signage must conform to the City of New Bedford Sign Code and be consistent with airport signage (size, type and number).

5. Security

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

6. Employee Parking

Rental car parking areas may not be utilized for employee parking. Employee parking is in accordance with current airport parking policies. Employees are issued a pass for free parking in the main parking lot. A fee is charged for replacement permits.

7. Customer Payment

Rental car agencies must accept at a minimum the following forms of payment: all major credit cards, bank debit cards, and cash. An ATM machine is currently located in the main terminal and operated by Bristol County Savings Bank. Any special handling requirements including holds placed upon accounts must be stated in the Business Operations Plan.

8. Reliance of Satellite or other Branches

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

PROPOSAL FORM FOR AUTOMOBILE RENTAL SERVICES CONCESSION

DATE: December 11, 2015

TO: City of New Bedford Airport Commission
C/o City of New Bedford, Massachusetts
Purchasing Department Room 208
New Bedford, Massachusetts, 02740

The undersigned proposes to furnish all labor and equipment required to operate and manage the Automobile Rental Services Concession at the New Bedford Regional Airport in accordance with the terms and conditions contained in the RFP Automobile Rental Services Concession and the Agreement Terms contained therein as well as the Instructions for Proposals

The undersigned proposes to pay the City of New Bedford an Annual Concession Fee of \$ 40,000.00 plus 10 % of the Monthly Adjusted Gross Receipts.

The undersigned understands that Annual Concession Fee will be adjusted annually in accordance with Consumer Price Index as described in the RFP.

OPTIONAL ADDITIONAL SMALL BOX TRUCK PROPOSAL

The undersigned proposes to pay to the City of New Bedford an additional annual concession fee for the rental of small box trucks of \$ 24,000.00 dollars plus 6 % of the Monthly Adjusted Gross Receipts for small box truck rentals.

The undersigned understands that the additional Annual Concession Fee for a small box truck rental will be adjusted annually in accordance with Consumer Price Index as described in the RFP.

Furthermore the bidder proposes to pay \$ 6,000.00 dollars per year for 5 spaces.

Company name: Avis Budget Car Rental, LLC

Company Address: 6 Sylvan Way
Parsippany, NJ 07054

BY: Robert Bouta

Title: Robert Bouta, Senior Vice President

Agreement Terms


1. The agreement will be between the City of New Bedford acting by and through the New Bedford Regional Airport Commission and the selected rental car operator(s). All notices relevant to the rental car services agreement will be mailed via certified mail return receipt requested to the Airport Commission 1569 Airport Road, New Bedford, MA 02746 and the representative identified by the selected rental car operator.
2. The selected Rental Car operator's proposal will be incorporated by reference into the agreement.
3. The scope of services contained in the Request for Proposals shall be incorporated directly into the agreement. The scope shall be expanded to add additional services offered by the selected operator.
4. The term will be five years.
5. Rental payments are due not later than the first of each month for the relevant month.
6. Annually (effective January 1 of each year), the monthly concession fee/rental payment shall be adjusted in accordance with the Consumer Price Index as published using the following formula: multiplying the annual concession fee by a fraction, the numerator of which is the most recent Consumer Price Index for all Urban Consumers – all items– Boston, Massachusetts SMSA published by the Bureau of Labor Statistics and denominator of which is the corresponding index for the comparable period one year earlier. The result shall be divided by 12 to determine the monthly fee.
7. Percentage of gross payments to the airport shall be made not later than 30 days after the end of each month, e.g. payment on gross receipts for the month of May are payable in full by June 30.
8. The airport may audit Rental Car operations at any time. The Rental Car Agency(cies) shall submit monthly activity reports detailing all rental activities at the airport.
9. Interest accruing at 1.5 percent per month (18 percent per annum) will accumulate whenever a payment is received after the payment due date described above.
10. The state prevailing wage law does not apply to the Rental Car operation.
11. The Rental Car operation is not subject to appropriation or availability of funds. The Rental Car operation is not subject to continued commercial service operations at the airport.
12. The rental car agency is responsible for constructing a customer service area (booth) and installing necessary computer, telephonic equipment, internet access, and necessary business equipment at the rental car agency's sole expense.

13. The airport shall provide heat, air conditioning and electricity at no additional cost.
14. Public restrooms on the first floor of the terminal are available for customers and employees of the rental car agencies.
15. Thirty four rental car spaces are provided as part of the agreement. Rental car agencies are responsible for maintenance of the parking area including paving, crack sealing, painting, striping, plowing and all necessary signage. Signage is subject to approval by the airport manager and will not be withheld unless the airport manager finds the proposed signage is not consistent with other airport signage and shall so advise the rental car agency.
16. The rental car agency shall be required to maintain the grassed in areas and neatly trimmed within the rental car parking areas to the fence line.
17. The rental car agency is responsible for maintaining the fence bordering the parking lot.
18. Snow removal in the rental car lot shall be the sole responsibility of the rental car agency.
19. A proposal security in the form of a proposal deposit, certified check or a treasurer's check issued by a reputable bank or trust company in the amount of the proposers bid must accompany the proposal. This Proposal Bond will become the property of the City of New Bedford as liquidated damages if the proposal is accepted and the selected operator neglects or refuses to comply with the proposal. Proposals not including a proposal security will not be considered.
20. The selected operator must provide annual documentation that it is maintaining workman's compensation insurance, general liability insurance (\$3 million minimum), hazard insurance, and comprehensive automobile and truck liability insurance.
21. The selected operator must obtain a performance bond equal to percent (50%) of annual estimated airport income but in no case less than \$50,000. The Performance Bond based on estimated income which the City of New Bedford will receive as a result of the Contract. The Bond must be issued by a Surety company satisfactory to the City. The bond shall be renewed as necessary for the duration of the agreement. The bond shall be payable to the airport if the selected entity shall fail to perform in accordance with the proposal and agreement. See also, paragraph 24 below. .
22. All amendments to the agreement must be in writing and signed by officials with authority to bind the parties.
23. The agreement may be assigned by the selected operator with prior written approval of the New Bedford Regional Airport Commission.

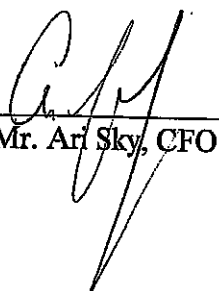
24. With the exception of failure to operate the Rental Car facility in accordance with times and services contained in the scope of services and/or the selected operator's failure to make timely payment, each party shall have 30 days to correct any breach of the contract from the time written notice has been received. The New Bedford Regional Airport Commission may immediately terminate the agreement for failure to operate the Rental Car facility in accordance with the times and services contained in the scope of services and/or the selected operator's failure to make timely payment
25. The state conflict of interest law, M.G.L. ch. 268 shall fully apply to the agreement.
26. The selected operator shall be required to submit a certification of tax compliance with his/her/its proposal and annually certify compliance with M.G.L. ch. 62C.
27. The agreement including documents noted above that are incorporated by reference (e.g. proposal) shall be the entire contract and there shall be no other agreements permitted.
28. The Airport and the Operator acknowledge that there is a possibility that the Airport will receive grant funding during the term of this agreement to construct a new administration building. In the event that the Airport receives grant funding to construct a new administration building during the term of this agreement the car rental counters may be relocated by the Airport to a different location during and after construction. The operator acknowledges that there will be no adjustment to the payment obligations of the Operator occurring as a result of any such relocation. The cost of relocating the Operator will be borne by the Airport.

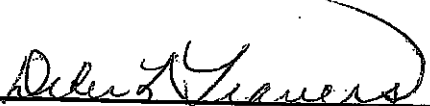
IN WITNESS WHEREOF: The City of New Bedford has caused its corporate seal to be hereto affixed and the parties have executed this Agreement, signed this the 7th day of January, 2016.


New Bedford Regional Airport


BY: Chairman, NBRA Commission
Paul Barton, Commissioner
Airport Commission

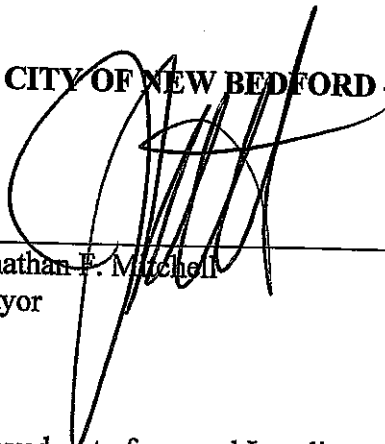
Chief Financial Officer

BY: 
Mr. Ari Sky, CFO

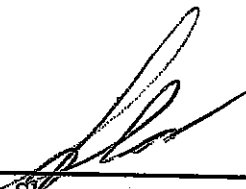
BY: 
Debra L. Travers
Purchasing Agent


BY: 
Erick DeLeon, Director
New Bedford Regional Airport

THE CITY OF NEW BEDFORD -


BY: Jonathan F. Mitchell
Mayor

Approved as to form and Legality

BY: 
Shannon Shreve
Counsel II

BY: 
Robert Bouta, Sr VP
Avis/Budget Car Rental LLC

**AVIS BUDGET CAR RENTAL, LLC
6 Sylvan Way
Parsippany, New Jersey 07054**

DUAL BRANDING STATEMENT

Avis Budget Car Rental, LLC ("ABCR") is the sole owner of Avis Rent A Car System, LLC ("Avis") and Budget Rent A Car System, Inc. ("Budget"); ABCR acquired sole interest in Avis on March 1, 2001 and Budget on November 22, 2002.

ABCR hereby declares that as the owner of Avis and Budget that it wishes to Dual Brand, using both Avis and Budget, to provide the rental car services requested by the City of New Bedford pursuant to that certain Request for Proposals ("RFP") for car rental concessions at New Bedford Regional Airport, dated November 16, 2015.

AVIS BUDGET CAR RENTAL, LLC

**6 Sylvan Way
Parsippany, NJ 07054**

BUSINESS OPERATIONS PLAN

Avis Rent A Car System, LLC and Budget Rent A Car System, Inc. are two of the most recognized car rental companies in the world. Avis Budget Car Rental, LLC ("ABCR") is the sole owner of Avis Rent A Car System, Inc. ("Avis") and Budget Rent A Car System, Inc. ("Budget"); ABCR acquired sole interest in Avis on March 1, 2001 and Budget on November 22, 2002.

Avis commenced its automobile rental operation at the Detroit Willow Run Airport in Ypsilanti, Michigan in 1947. At the present time, it provides automobile rental service either through its corporate entity or a duly authorized representative at every major, medium and small hub airport handling scheduled airline commercial traffic in the United States.

The following are a few examples of the amenities Avis will offer airport patrons:

- "Rent It Here – Leave It There" accommodations.
- Major credit card acceptance.
- Access to and the use of Avis' highly advanced worldwide reservations system as well as all customer loyalty programs.
- Access to a modern fleet with models not older than two (2) years ranging from subcompacts to luxury vehicles. Many Avis vehicles come equipped with GM's "On Star" navigation and emergency response system. XM Satellite Radio is free in all premium and luxury vehicles. Avis Assist Portable Navigation is available with all rentals in select cities and Avis features the rental car industry's first comprehensive accessibility program for travelers with disabilities.
- A courteous, experienced and dedicated staff to manage and operate the concession and to service the airport patrons.

Budget was founded in 1958 as a car rental company for the "budget-minded" renter. The year 2015 marks the 57th anniversary. Today, Budget is a leading car and truck rental company that continues to focus on appealing to value-minded renters by offering quality vehicles and a rewarding rental experience.

- Major credit card and debit card acceptance including Visa, MasterCard, American Express, Discover, Diner's Club and Carte Blanche.

- Toll-free reservation system and TDD information at Budget's Worldwide Reservation Center is available. Budget's reservation system is a worldwide system that allows reservations to be created and/or modified from anywhere in the world. Budget also maintains a presence on all major Internet based reservation systems.
- Budget offers one of the newest and most diverse fleets with over ninety percent of its rental cars less than nine months old. A significant portion of Budget's car rental fleet is in specialty and luxury vehicles including SUV's, minivans and Lincoln Town Cars.
- Perfect Drive, Budget's popular customer awards program is fully automated and offers members easy-to-earn rewards.
- Partner Programs such as Upromise®, the way to save for college and domestic and international airline frequent flyer programs, including Southwest.

SCOPE OF SERVICES

1. **Hours of Operation** - Monday – Friday 8:00 AM – 6:00 PM, Saturday and Sunday 8:00 AM – 2:00 PM, Special Holiday Hours - Closed on Thanksgiving, Christmas, and New Year's Day. Open 8:00 AM – 2:00 PM on Christmas Eve and New Years Eve.
2. **After Hours Operations** - After hours drop is available at this location. Currently there is a drop box in which the customer inserts the keys to their rental. The contract is then closed the following day. Customers have the ability to receive receipts for their rentals via email, fax, or regular mail.
3. **Automobiles** - Currently all vehicles that need external cleaning are taken to an offsite car wash location. The only cleaning that is done onsite is the vacuuming and detailing of the insides of our vehicles, and also washing the windows for our vehicles. All of our cleaning supplies are stored in the office area inside the terminal. The plan going forward would be to ~~continue our current practices. Both Avis and Budget provide 24-hour-a-day roadside assistance.~~ The number for the Avis Emergency Roadside Assistance Department in the U.S. is 800-354-2847. For Budget the toll-free number is 800-354-2847.
4. **Signage** - We currently have signage at the two entrances into the airport directing customers into the terminal area where our rental counter is located. Inside the terminal we have prominent signage behind the counter that displays our brand names. Our current plan is to maintain the existing signage at the location.
5. **Security** - We have strict security guidelines that are followed at every location. Our cars are inventoried twice daily, vehicles should always be locked when an employee is not present; keys are secured in a locked safe every night, and cash deposits are done daily. We also insure our customer's privacy securing any documents that might have personal information on them. Per company policy, once these documents are ready to be disposed of they are shredded and not simply discarded.

6. Employee Parking – ABCR employees have been and will continue to comply with the Employee Parking procedures at the airport. Rental Car employees will park in the employee lot using the permits issued by the airports. We understand there is a charge for replacement passes.

7. Customer Payment – Both Avis and Budget accept all major credit cards, debit cards and cash as payment at our New Bedford Regional Airport location.

Generally, Budget requires a credit card hold of total estimated charges or \$200 (whichever is greater). At locations where a debit card hold is allowed, the debit hold will be \$500 or estimated charges (whichever is greater) — unless it has been already paid toward the rental on budget.com, in which case the debit hold will be only \$100.

Avis reserves the right, in its sole discretion, to seek a debit card authorization hold in excess of the estimated rental charges. We will place a hold on the account of \$200 plus the estimated rental charges. These funds will not be available for use. When the rental is over we will process the reversal but the bank may take time to post it back to the account.

8. Reliance of Satellite or other Branches – ABCR does not operate as a Satellite location at New Bedford Regional Airport. We will have an adequate supply of vehicles and staff on hand to meet the demands of this location.

AVIS BUDGET CAR RENTAL, LLC.

AIRPORT REFERENCES

AIRPORT	CONTACT INFORMATION	NAME AND ADDRESS OF LANDLORD
Reno-Tahoe International Airport Reno, Nevada	Lois O'Neill Airport Concessions Specialist II Reno-Tahoe Airport Authority Office: 775-328-6483 Cell: 775-636-3147 loineill@renoairport.com	Reno-Tahoe Airport Authority PO Box 12490 Reno, Nevada 89510
Eagle County Air Terminal Eagle County, Colorado	Chris Anderson Terminal Manager Phone – (970) 524-8246 Fax – (970) 524-8247 chris.anderson@eaglecounty.us	Eagle County Air Terminal Company Airport Manager PO Box 850 Eagle, CO 81631
Toledo Express Airport Toledo, Ohio	Stephen L. Arnold Airport Director Phone – (419) 865-2351 Fax – (419) 867-8245 sarnold@toledoportauthority.com	Toledo Lucas County Port Authority Airport Director 11013 Airport Highway Swanton, OH 43558
St. Petersburg/Clearwater International Airport Clearwater, Florida	Jeff Noa Deputy Director, Finance & Administration Phone – (727) 453-7800 Fax – (727) 453-7847 jnoa@co.pinellas.fl.us	St. Petersburg/Clearwater International Airport Airport Director 14700 Terminal Boulevard, Suite 221 Clearwater, FL 33762
Grand Junction Regional Airport Grand Junction, Colorado	David Fiore Director of Aviation Phone – (970) 244-9100 Fax – (970) 244-9103 Dviore@gjairport.com	Grand Junction Regional Airport Authority 2828 Walker Field Drive Grand Junction, CO 81506

List of Area Locations

Budget of Hyannis
Barnstable Municipal Airport
480 Barnstable Road
Hyannis, MA 02601

Budget of Providence
17 Eddy Street
Providence, RI 02903

Avis of Middleton
170 East Middleton Street
Middleton, RI 02840

Avis of Hyannis
Barnstable Municipal Airport
480 Barnstable Road
Hyannis, MA 02601

Avis of Providence
1 Dorrance Street
Providence, RI 02903

ADDENDA(S) ACKNOWLEDGEMENT FORM

We hereby acknowledge receipt of addenda(s) One through Three

Signature: _____

Robert Brunt

Co: Avis Budget Car Rental, LLC


Date: December 11, 2015

CITY OF NEW BEDFORD
MASSACHUSETTS

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.


Signature of individual submitting bid

Avis Budget Car Rental, LLC

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.


Signature of person submitting bid

Avis Budget Car Rental, LLC

Name of business

**AVIS BUDGET CAR RENTAL, LLC
OFFICER'S CERTIFICATE**


I, Bryon L. Koepke, am the duly elected, qualified and acting Senior Vice President and Chief Securities Counsel of Avis Budget Car Rental, LLC (the "Company").

I HEREBY CERTIFY that the following resolution was adopted by the Company on June 12, 2014 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof:

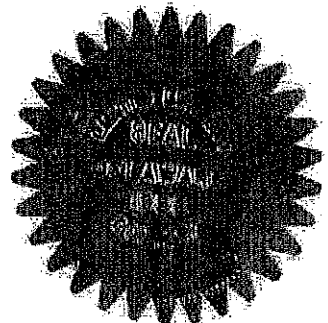
"RESOLVED, that the persons listed below are each duly authorized to execute on behalf of the Company any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey
Robert Bouta
Erik Johnson
Bryon L. Koepke
Robert E. Muhs."

IN WITNESS WHEREOF, I have hereunto subscribed my name as Senior Vice President and Chief Securities Counsel of the Company pursuant to due and lawful corporate authority this 11th day of December, 2015.



Bryon L. Koepke
Senior Vice President and Chief Securities Counsel



**UNANIMOUS WRITTEN CONSENT IN LIEU
OF MEETING OF THE BOARD OF MANAGERS**

AVIS BUDGET CAR RENTAL, LLC

THE UNDERSIGNED, constituting all of the members of the Board of Managers of Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Managers of the Company.

RESOLVED that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company:

Robert Bouta

David Blaskey

Erik Johnson

Bryon Koepke

Robert Muhs

FURTHER RESOLVED, that this resolution may be signed in any number of counterparts, all of which when taken together will constitute but one and the same document.

DATED: June 12, 2014



Ronald L. Nelson, Manager



David B. Wyshner, Manager

**AVIS BUDGET CAR RENTAL, LLC
6 Sylvan Way
Parsippany, New Jersey 07054**

DUAL BRANDING STATEMENT

Avis Budget Car Rental, LLC ("ABCR") is the sole owner of Avis Rent A Car System, LLC ("Avis") and Budget Rent A Car System, Inc. ("Budget"); ABCR acquired sole interest in Avis on March 1, 2001 and Budget on November 22, 2002.

ABCR hereby declares that as the owner of Avis and Budget that it wishes to Dual Brand, using both Avis and Budget, to provide the rental car services requested by the City of New Bedford pursuant to that certain Request for Proposals ("RFP") for car rental concessions at New Bedford Regional Airport, dated November 16, 2015.

**JOSEPH SOLOMON
12 EMERSON WAY
NORTH ATTLEBORO, MA 02760**

(508) 612-9025

joesolomonsr@gmail.com

PROFILE

A highly experienced and motivated individual with excellent credentials in areas of management and customer service; a valued team member with a proven ability to organize and manage, comfortable in a fast paced environment; seeking a challenging position that offers an opportunity to contribute my skills and experience.

WORK EXPERIENCE

Avis Budget Group

Territory Performance Manager

03/2015 - Present

- Oversee operations for eight car rental locations and fifteen truck rental dealers
- Responsibilities include revenue growth, expense control and P&L analysis
- Track, train and coach for ancillary sales performance
- Prospect for new locations, recruit Agency Operator and Dealers, train and monitor progress

Central Auto Group

Business (F&I) Manager

06/2014 – 03/2015

- Review and complete documentation in compliance with state and banking regulations
- Assist purchasers with funding needs
- Present back end products and services, increase profits per unit
- Assist with obtaining adequate insurance by working with several carriers and agents

Personal Family Leave

Alzheimer's Caregiver

01/2012 - 06/2014

- Cared full time for family member diagnosed with Alzheimer's in late 2011

UHaul

General Manager

04/2009 - 12/2011

- Responsible for all facets of rental, storage and retail operations
- Built, coached, developed and empowered team to deliver against U-Haul's high operating standards
- Developed and implemented a plan which increased storage occupancy and location's profits

New England Auto Rental

Proprietor

01/2006 - 12/2008

- Established a new business that involved planning, finance, administration and operations components
- Tripled initial fleet size and revenues within six (6) months of opening
- Monitored and made changes to business plan depending on trends and personal goals
- Tracked P&L monthly and developed strategies to optimize revenues and minimize expenses

Revolution Rent a Car

President

06/1998 - 09/2005

- Formed new corporation and conducted presentations to potential investors
- Met with potential finance sources to pitch business plan and obtain competitive financing
- Grew business to 600 vehicles and over \$5m in annual sales
- Developed and implemented strategies and systems to ensure company reached optimal capabilities
- Recruited sales and operations staff while planning and monitoring their training and development
- Responsible for fleet rotation using all resources including auctions, new car dealers and wholesalers
- Conducted annual shareholders meetings and chaired board of director

Work experience, continued

Hertz Corporation

Area Manager

01/1996 - 02/1998

- Managed new local market division (Hertz Local Edition)
- Responsible for growing business from the initial store to 27 new locations throughout New England
- Worked with local municipalities to permit and license new facilities
- Actively recruited qualified personnel through job fairs, direct recruiting and advertising
- Developed sales and marketing strategies and presentations
- Managed monthly and annual budgets and helped develop business plans for new branches
- Put systems in place to ensure efficient operations and outstanding customer service

Hertz Corporation

City Manager

10/1989 - 01/1996

- Responsible for 3 airport and 11 off airport locations in Boston and surrounding area
- Charged with achieving business plan objectives and improving year over year market share and profits
- Managed daily operations, logistics, personnel and customer service
- Proposed and oversaw a reorganization of the Boston profit center resulting in dramatic turn around
- Met with airport administrators and top management to negotiate new concession agreements
- Supervised all station managers, administrative staff and maintenance personnel to create a team focused on common goals

Hertz Corporation

Station Manager

03/1984 - 10/1989

- Responsible for the interviewing, hiring, training, scheduling, payroll, performance reviews and coaching
- Managed logistics including demand forecasting and vehicle distribution to meet reservations
- Oversaw preventive maintenance programs for fleet and facilities
- Filled in for sales manager of used car facility retailing vehicles and completing all documentation
- Responsible for safety policy including compliance of OSHA regulations and record keeping

Hertz Corporation

Hourly Positions

10/1982 - 03/1984

- Customer Sales Representative – Completed transactions, made local reservations, used point of sale material, sold additional services and products while maintaining a high level of customer satisfaction
- Vehicle Service Attendant – Prepared vehicles for reservations, checked maintenance documentation, assist customers with questions regarding vehicle, transport fleet as needed

SKILLS AND ABILITIES

- MS Office 2013 products, certificate of completion
- Prepared and delivered numerous presentations to investors, upper management and potential clients
- Experienced with logistics, inventory control, staffing and administrative functions
- Achieved or exceeded sales goals
- Consistently received highest customer service indexes and won several awards for the same

EDUCATION

Bryant University

BA Business Management

1985

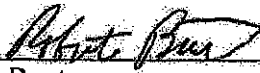
AVIS BUDGET CAR RENTAL, LLC

6 Sylvan Way

Parsippany, New Jersey 07054

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Avis Budget Car Rental, LLC hereby acknowledges that the selected operator must provide annual documentation that it is maintaining workman's compensation insurance, general liability insurance (\$3 million minimum), hazard insurance, and comprehensive automobile and truck liability insurance. Please see the attached Certificate of Insurance as proof of our ability to uphold these requirements.



Robert Bouta
Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES CENTRAL, INC. FKA AON RISK SERVICES, INC. OF MINNESOTA 5600 WEST 83RD STREET, 8200 TOWER, SUITE 1100 MINNEAPOLIS, MN 55437-1027	CONTACT NAME: PHONE: FAX: EMAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: CONTINENTAL CASUALTY COMPANY INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC. INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA INSURER D: TRANSPORTATION INSURANCE COMPANY INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY INSURER F:
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COVERAGES CERTIFICATE NUMBER: 9202 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YYYY)	POLICY EXP. DATE(MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GARAGE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		GL9001603190	7/1/2015	7/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		BUA7001700830	7/1/2015	7/1/2016	
B	SCHEDULED AUTOS NON-OWNED AUTOS		SELF INSURED	7/1/2015	7/1/2016	
E	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	XOOG27638600	7/1/2015	7/1/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC4014106301 - DED. WC4014106346 - CA WC4014106265 - RETRO	7/1/2015	7/1/2016	WC STAT - X TORT LIMITS EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
						EACH OCCURRENCE / AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Attached

CERTIFICATE HOLDER INSURANCE CERTIFICATE ENCLOSED NEW BEDFORD REGIONAL AIRPORT PURCHASING DEPARTMENT - ROOM 208 CITY OF NEW BEDFORD 133 WILLIAM STREET NEW BEDFORD, MA 02740 USA C/O PROPERTY / AIRPORT MANAGER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.
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Certificate Holder:

New Bedford Regional Airport

Cert Number:

3202

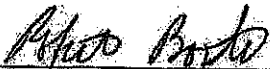
The City of Bedford is additional insured to the GL policy with respect to their interest in the contract agreement with Avis Budget Car Rental, LLC. RE: New Bedford Regional Airport, Massachusetts. THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.

LITIGATION STATEMENT

There is no litigation pending or threatened that could have a material adverse impact upon Avis Budget Car Rental, LLC's ("ABCR") ability to undertake the operation of its proposal.

There are various litigation matters against ABCR and/or its wholly owned subsidiaries, which have arisen during the normal course of business. However, since its inception, ABCR has not been the subject of any litigation in which a party sought to terminate ABCR's concession operations at any airport where either Avis or Budget has such rights.

Furthermore, ABCR has had no automobile rental concession contract terminated, either voluntarily or involuntarily, prior to the expiration of its term.



Robert Bouta
Senior Vice President
of Avis Budget Car Rental, LLC.