



**INSTRUCTION TO BIDDERS
and
SPECIFICATIONS
for
AUTOMOBILE RENTAL CONCESSIONS**

West Virginia International Yeager Airport (CRW)

Charleston, West Virginia

KEY DATES

Advertisement	Tuesday, January 3, 2023
Mandatory Pre-Bid Conference	Tuesday, January 31, 2023 (10am-12pm)
Written Questions Due	Tuesday, February 14, 2023
Final Addendum	Tuesday, February 28, 2023
Bids Due / Bid Opening	Tuesday, April 25, 2023 (12pm)
Award Contracts	Tuesday, May 23, 2023
Contract Date	July 1, 2023

(No Contact Period January 3 – June 30)

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ADVERTISEMENT

The Central West Virginia Regional Airport Authority (CWVRAA) will receive sealed bids for the nonexclusive privilege of providing automobile rental concessions at West Virginia International Yeager Airport (CRW), Charleston, West Virginia.

There will be a **mandatory pre-bid conference on Tuesday, January 31, 2023 from 10:00 a.m. to 12:00 p.m.** (local time) to review instructions and specifications, discuss the draft concession agreement, and tour the facility. The conference will be held in the Airport Authority's Public Use Conference Room. For those who cannot attend in person, the call in number for the Pre-Bid Conference is (304) 344-8033 or such other number as may be furnished to prospective bidders. **In-person attendance is highly recommended.**

Bids should be **submitted to the Airport Director at 100 Airport Road, Suite 175, Charleston, West Virginia, 25311 by 12:00 p.m. (local time) on Tuesday, April 25, 2023**, at which time they will be publicly opened and read in the Airport Authority's Public Use Conference Room.

Copies of the Contract Documents (Advertisement, Instructions to Bidders, Specifications, Bid Form, Information Concerning Bidder, and Draft Concession Agreement) may be obtained by contacting CRW at the above address or via email at josh@yeagerairport.com. Only a request for Contract Documents, or addressing an operational issue under a current agreement, will be an appropriate contact between the advertisement and contract date periods (No Contact Period). Any violation of the No Contact Period may result in disqualification as a bidder.

CWVRAA reserves the right to reject any and all bids and to waive informalities and technical defects in all bids.

Dominique Ranieri
Airport Director & CEO

INTRODUCTION

The Central West Virginia Regional Airport Authority (CWVRAA) is the owner/operator of West Virginia International Yeager Airport (CRW) located in Charleston, West Virginia. CRW is the primary commercial service airport in West Virginia serving as the gateway for both business and leisure travelers. For fiscal year 2022 ending June 30, 2022, 159,081 passengers deplaned at CRW and car rental companies grossed approximately \$6,787,744.

The rental car facilities located at CRW include: in-terminal customer service counters, terminal office space, a ready/return covered parking garage (RAC Garage), a consolidated QTA facility (quick turn around, storage lots, and fuel storage tanks).

The incumbent rental car brands operating at CRW include: Alamo, Avis, Budget, Enterprise, and National. Any brand choosing to operate an off-airport location in lieu of an on-airport location will be charged a premium in order to offset negative airport related financial impacts to the on-airport concessionaires.

In accordance with Regulations of the US Department of Transportation, 49 CFR Part 23, CWVRAA has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. Each successful bidder will be required to submit information concerning its good faith efforts to include DBEs that will participate in this concession.

INSTRUCTIONS TO BIDDERS

1. **INVITATION**: CWVRAA is hereby inviting bids, from all interested and qualified parties, for operating automobile rental concessions at West Virginia International Yeager Airport (CRW), Charleston, West Virginia.

2. **DETERMINATION OF CONCESSIONAIRES**: Only those bids received by the Bid Opening deadline and in proper form will be considered. The experience, financial ability, and reputation of each bidder will be important considerations in the selection of the successful bidder for auto rental concessionaires. CWVRAA, whose determination will be final, will award separate contracts to each of the four (4) best qualified companies submitting the highest minimum first year annual guarantees. CWVRAA reserves the right to reject any and all bids, to rebid, to waive any informalities and technical defects in any bid, or to award less than four automobile rental concession agreements.

3. **QUALIFICATION OF BIDDERS**: In order to be a qualified bidder, interested parties must be capable of providing the following services at CRW:

National Credit card system;

National Reservations system;

"Rent it here, leave it there" service; at the minimum to and from the hub airport locations within an eight (8) hour drive of Charleston, WV, and alternative service airports within a four (4) hour drive of Charleston. Those airports would include all of the following airports: Baltimore, Charlotte, Detroit, Cincinnati, Washington DC, Atlanta, Philadelphia, Pittsburgh, Columbus, Lexington and Roanoke.

A sufficient fleet of automobiles to provide efficient and courteous rent-a-car service at CRW. All automobiles used to provide this service must be current models or models of the immediately preceding three (3) model years.

A recognized company, corporation, or partnership under the laws of one of the states of the United States, and before commencing operations under terms of the concession agreement, must be authorized to do business in the State of West Virginia.

4. FILING BIDS: Each bid is to be submitted in a sealed envelope marked "Automobile Rental Concession - West Virginia International Yeager Airport" and must bear the name and address of the bidder. Bids will be received by the Airport Director up until the hour of 12:00 p.m. (ET) on the date set out for Bid Opening.

5. FORM OF BIDS: Each bid shall be on the form attached, hereto, as Appendix A. Bids must be based upon and meet all requirements of the specifications made a part of this invitation.

6. BID BOND: Each bid must be accompanied by a bank cashier's check or certified check made payable to the Central West Virginia Regional Airport Authority in the principal sum of five thousand dollars (\$5,000) as a guarantee that the prospective concessionaire, if a successful bidder, will enter into a contract for providing automobile rental concession services, as more fully explained in these Instructions and Specifications. This Bid Bond is to be retained by CWVRAA as liquidated damages in the event a selected successful bidder fails to enter into a contract as provided herein, or upon failure to conform to all of the conditions made in its bid; otherwise, upon execution of the agreement, the Bid Bond will be returned as provided for herein.

7. EXECUTION OF DOCUMENTS: The Bid Form, marked Appendix A, and Information Concerning Bidder, Appendix B, and agreement to execute the Concession Agreement, Appendix C, must be completed in every respect by a representative authorized to bind the prospective concessionaire to the truth of the statements made therein, with both forms being sworn to before a notary public. The official name of the bidder shall be the name in which the bid is submitted and the contract executed.

BIDDER TO INFORM SELF: Each bidder shall carefully examine these Instructions and Specifications and shall judge, for itself, as to all conditions and circumstances having relationship to the bid. Each bidder will be responsible for making an on-site inspection of the Airport, to include the location and site of the automobile rental facilities, both in the terminal building and in the RAC Garage and QTA facility. Failure on the part of any bidder to make such examination and on-site inspection shall not constitute grounds for

declaring a misunderstanding of the conditions and descriptions regarding this solicitation.

REJECTION OF BIDS - ATTACHING ADDITIONAL INFORMATION: The Authority reserves the right to reject any and all bids submitted by any prospective concessionaire. Any information that is required to be supplied by a bidder must be submitted on the forms attached to and made a part of these Instructions and Specifications.

OPENING AND READING BIDS: At the time and place set for the Bid Opening, each and every bid received complete and in proper form, and prior to the scheduled time Bid Opening, will be publicly opened and read in the Authority's Public Use Conference Room, located on the second floor of the terminal building at CRW. At the Bid Opening, only the name of the prospective concessionaire and the total amount of the minimum annual guarantee will be read. Any bid received after the Bid Opening time will, upon request, be returned to the bidder unopened. The opening and reading of a bid will not constitute waiver of any defects therein.

MINIMUM ANNUAL GUARANTEE - PERFORMANCE BOND: The minimum annual guarantee bid for the first year of the concession agreement shall be determined by the bidder. During the term of the concession agreement, each selected concessionaire shall furnish and maintain a Performance Bond in an amount equal to the first year minimum annual guarantee, or an amount equal to the prior year's concession fee paid to CWVRAA, whichever is greater, and in a form acceptable to CWVRAA. A letter of credit fulfills the intent of a performance bond. Concessionaire shall be responsible for providing the updated Performance Bond to CWVRAA on each anniversary of the concession agreement term, without notice from CWVRAA. The Surety and Sureties upon the required Performance Bond shall be corporate Surety or Sureties duly authorized to do business in the State of West Virginia.

WITHDRAWAL OF BIDS - AWARD OF CONTRACT - RETURN OF BID BONDS:

Withdrawal - A prospective concessionaire may withdraw its bid provided that a request, in writing, to do so is presented to the Airport Director *prior to 10:00 a.m. (ET) on the day set for Bid Opening*. Also, the prospective concessionaire

may change its minimum guarantee in the bid provided that said amendment is submitted in writing and presented to the Airport Director prior to the time stated above. Telephone or electronic transmission of amendments of bids will not be considered.

Award of Concession Agreement - Concession privileges will be awarded to the best qualified bidders submitting the highest minimum guarantee bid as specified herein. Awards shall be made on or about the Award Contracts date. Successful bidders will be notified in writing by CWVRAA. Each of the highest bidding and best qualified companies (not more than four) will be furnished a final execution version of the concession agreement, prepared in accordance with these Instructions and Specifications, to be executed without modifications and returned to the Authority, along with its Performance Bond, on or before the 30th day following the Award Contracts date.

Return of Bid Bonds - Certified or bank cashier's checks representing Bid Bonds of the six highest and best qualified bids may be retained by CWVRAA until the four successful bidders have executed and returned to CWVRAA the Concession Agreement and the required Performance Bond as herein provided. Certified or bank cashier's checks of all except the six highest bidding and best qualified proposers will be returned after the Bid Opening.

Failure to Execute Concession Agreements - Should a successful bidder fail or refuse to return an executed and unmodified concession agreement and return the aforementioned Performance Bond on or before the 30th day following Award Contracts date, the certified or bank cashier's check, representing the Bid Bond, submitted by this bidder, shall become the property of CWVRAA, representing a settlement for liquidated damages. If CWVRAA then so desires, it may award a concession agreement to the next highest and best qualified bidder. Said bidder shall then execute and deliver to CWVRAA, within thirty (30) days from receipt of notification of the selection, the executed and unmodified Concession Agreement and required Performance Bond. Provided the fifth highest and best qualified bidder defaults, then the sixth highest and best qualified bidder will be subject to the foregoing provisions.

Withdrawal of Proposals After Opening - No prospective Concessionaire, after Bid Opening by CWVRAA and prior to the time stipulated for return of its

certified or bank cashier's check, may withdraw its bid except on the forfeiture of such certified or bank cashier's check to CWVRAA as liquidated damages.

EXPLANATION OF OR DISCREPANCIES IN SPECIFICATIONS: Should prospective concessionaires find discrepancies or omissions in the Instructions and/or Specifications, or should there be any doubt as to the meaning of any provisions, they shall notify, CWVRAA at the Pre-Bid Conference only, who will then authorize a written addendum (no later than the Final Addendum date) to all prospective concessionaires. Prospective concessionaires will be determined by those who respond to the Advertisement by requesting the Contract Documents. Any other solicitation of a member of CWVRAA may be grounds for disqualification. CWVRAA will not be responsible for any oral statements.

PRE-BID CONFERENCE: CWVRAA will **conduct a mandatory Pre-Bid Conference from 10:00 a.m. to 12:00 p.m. (local time) on Tuesday, January 31, 2023**, to review the Instructions and Specifications, provide comments to the draft Concession Agreement, and conduct a tour of facilities associated with rental car services at CRW. This conference will be held in the Airport Authority's Public Use Conference Room, second floor of the CRW terminal building. Any perspective bidder may attend via conference call. **In-person attendance is highly recommended.**

EXCEPTIONS TO THE DRAFT CONCESSION AGREEMENT: At the Pre-Bid Conference, prospective bidder must submit any and all comments to the draft Concession Agreement. Consideration of any clarifications or modifications will be determined by CWVRAA, in its sole discretion, and provided for in its Final Addendum. Bidder must agree to execute the Concessions Agreement as part of its bid submittal, Appendix C. Any request for exceptions after Final Addendum may be rejected by CWVRAA and, in the event bidder will not execute the Agreement, CWVRAA may keep the Bid Bond and select the next highest bidder.

FAILURE TO BID: Any incumbent concessionaire who fails to submit or withdraws its bid by the Bid Opening will not be eligible to enter into a concession agreement with CWVRAA during the base term of the concession agreement.

ANTI-LOBBYING PROVISION: During the period between the Advertising date and the Contract date (No Contact Period), all potential bidders, including their agents and representatives, shall not directly discuss or promote, verbally or in writing, their bid with any member of the CWVRAA, directly or indirectly through others, seek to influence CWVRAA regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any bidder violates the foregoing prohibition by contacting any of the above parties with whom contact is not authorized, such contact may result in the bidder being disqualified from the procurement process. Violation of this provision may result in the rejection of the bid submittal.

Collusion: One or all bids will be rejected if there is reason for believing that collusion exists among prospective bidders and no participant in such collusion will be considered in future bids or proposal for operation of a concession at CRW.

Bid Evaluation: A CWVRAA selection committee will evaluate each bidder's qualifications, as well as previous airport experience and performance. The selection committee will then rank each qualifying bid in order of the proposed minimum annual guarantee. Up to four (4) concessions companies will be recommended CWVRAA for selection and approval based upon the qualification included in the bids. CWVRAA reserves the right to reject any and all bids for any or no reason.

SPECIFICATIONS

Note: in the event of any conflict between these Specifications and the draft Concessions Agreement, the draft Concessions Agreement shall control.

NON-EXCLUSIVE CONCESSION: The concession herein granted shall not be construed to be exclusive, and CWVRAA shall have the right to deal with and perfect arrangements with other individuals, firms, or corporations for engaging in like activity at the Airport; provided, however, that no such arrangements shall contain financial terms and conditions more favorable to any other such concessionaire than those herein granted to successful bidders, except that CWVRAA may make such reasonable distinctions with respect to the minimum annual guarantee amount and the allocation and assignment of space, as may be justified by the differing operational requirements of the respective automobile rental business transacted by them. Further, CWVRAA will be charged a premium for any off-airport rental car companies offering services at CRW.

CONCESSION AREAS: Automobile rental concession rights and privileges as covered herein shall extend to and be exercised within the geographical boundaries of CRW.

SERVICES TO BE PROVIDED: Bidder will be expected to provide efficient and courteous automobile rental services at CRW, staffing and operating a customer service booth within the main passenger terminal building with trained, uniformed personnel. Service to be provided will be made available at hours as deemed by the Authority..

TERM OF THE CONCESSION AGREEMENT: The Contract Date commences on July 1, 2023 and ends June 30, 2028 (five years). One, five year option term is provided. Any holdover will be considered a month-to-month tenancy.

ALLOCATION OF SPACE AND AREAS: Prospective concessionaires will select an individual counter location from the four (4) locations available (see Exhibit A) situated in the baggage claim area in the terminal building and office space location (see Exhibit B), if desired. The bidder with the highest proposed minimum annual guarantee shall have first selection and so on in descending order. Concessionaire shall be limited to no more than two (2) brands at each counter (“dual” branding). No triple branding will be permitted unless agreed to

by Authority, in writing. Each concessionaire, at its sole cost, will be responsible for installing its own furnishings and equipment, which may be removed by concessionaire at termination of the Concession Agreement provided for herein. Installation of any signs must first be approved by CWVRAA.

Ready/Return spaces in the RAC Garage (see Exhibit C) in the parking garage adjacent the terminal building will be initially allocated to the successful bidders proportionate to and in descending order of their respective minimum annual guarantee; however, each Concessionaire shall be assured of receiving a minimum quantity of Ready/Return spaces, as reasonably determined by the Airport Director. Each year, such space allocations may be reallocated so long as there is a request to reallocate from a concessionaire and the annual market share differential would result in a change in leased premises of at least twenty (20) spaces. The location of each concessionaire's Ready Return spaces will be determined in the sole discretion of the Airport Director, or designee.

The successful bidders awarded auto rental privileges at CRW have the right to lease maintenance/garage areas at the QTA facility (see Exhibit C) so long as they continue to provide rent-a-car customer service under the Concession Agreement. CWVRAA retains the right to require successful bidders to maintain adequate maintenance/garage and storage areas at CRW. When incumbent concession privilege holders are displaced as a result of the bidding of the privileges, CWVRAA will assign the vacated service areas (see Exhibit C) to the newly successful bidder(s) or to a successful incumbent privilege holder, all according to their preferences, but in descending order of their respective minimum guarantee bid. Incumbent concession privilege holders who retain their privileges as a result of the incident bidding process shall, otherwise, have the right to occupy their existing service area facilities for the duration of the privilege ("grandfather" rights). A new QTA facility is anticipated during the term of this agreement. Upon completion, a new exhibit will be provided, after consultation with the concessionaires.

RENTALS AND FEES: Rentals for the counters and office space, ready/return spaces, QTA facility service areas, fuel flowage fees, and customer facility charges are set forth in the Concession Agreement.

Each bid minimum annual guarantee will be adjusted in subsequent periods based on the greater of the first year minimum annual guarantee

or a percentage of the concession fee for the immediately preceding year. An abatement of a minimum annual guarantee will not be provided. The concession fee has been set at eleven (11) percent of gross revenues.

A customer facility charge, at an amount previously established by CWVRAA, may be adjusted from time to time. The QTA facility is funded by CFCs and no rentals or fees are charged except for a fixed ground rent amount.

CONCESSION AGREEMENT TERMS AND CONDITIONS: All other terms and conditions of the concession agreement shall be found in the draft document.

APPENDIX A

BID OF

(Insert official name of business. If a corporation, include state where incorporated.)

for

AUTOMOBILE RENTAL CONCESSION

at West Virginia International Yeager Airport (CRW)Charleston, West Virginia

Date

Airport Director
Central West Virginia Regional Airport Authority
100 Airport Road
Suite 175
Charleston, WV 25311

The undersigned, or the authorized representative of the undersigned, having inspected the premises and being fully informed as to the terms, conditions, and provisions of published Instructions and Specifications distributed by the Central West Virginia Regional Airport Authority, proposes to enter into a Concession Agreement to operate a non-exclusive automobile rental concession at West Virginia International Yeager Airport (CRW) in accordance with the accompanying Instructions and Specifications dated January 2023.

As expressly set out in this Bid, the undersigned hereby agrees to pay the Central West Virginia Regional Airport Authority for the right and privilege of operating said automobile rental concession either the stipulated eleven per cent (11%) of gross revenues as defined in the Concession Agreement, or at no time less than the proposed first year minimum annual guarantee, as set forth below, whichever is greater.

First Year Proposed Minimum Annual Guarantee: \$_____

If selected, the undersigned company has the option to operate either one or two brands at CRW. The following brand(s) are submitted pursuant to our Bid:

Brand 1: _____

Brand 2: _____

Should the undersigned be selected to operate an automobile rental concession, it shall return an executed and unmodified Concession Agreement and the required Performance Bond to the Central West Virginia Regional Airport Authority pursuant to the Instructions to Bidders.

Attached is the Bid Bond in the sum of \$5,000 as required in the Instructions and Specifications. In making this Bid, we fully understand that this amount may be forfeited as liquidated damages.

Submitted by:

(Business Name)

By:_____

Its:_____

ATTEST:

(Authorized official's name)

(Title)

ADDRESS:

State of _____
County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, of the company (corporation) above named _____, known to me to be a person whose name is subscribed to the foregoing instrument, and acknowledged to me to be executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____.

Notary Public

(SEAL)

APPENDIX B

**INFORMATION CONCERNING PROPOSER THAT MUST BE FURNISHED
BY PROPOSER FOR CONSIDERATION IN CONTRACT AWARD
PROCEDURES**

1. 1. DATE PREPARED

2. 2. SUBMITTED BY

3. 3. TYPE OF COMPANY

(individual, corporation or partnership)

1. 4. GENERAL OFFICE ADDRESS

1. 5. WHEN INCORPORATED

2. 6. IN WHAT STATE

3. 7. PRESIDENT'S NAME

4. 8. SECRETARY'S NAME

5. 9. TREASURER'S NAME

6. 10. WHEN ORGANIZED

7. 11. GENERAL or LIMITED PARTNERSHIP

8. 12. NAME OF EACH PARTNER

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY THE BIDDER, and must be sworn to (before a notary) by an officer (authorized representative) of Bidder who has the responsibility and authority to bind the company (corporation) to the statements made. (Attach as many additional sheets to this Appendix B as may be necessary.)

1. 1. What is the duration and extent of your experience in the automobile rental business? (Explain in detail.)
1. 2. List the names and addresses of other major airport automobile rental concessions operated by the bidder during the past five (5) years. How long has each been operated? (No more than five are required.)
1. 3. Give name, location, and date of any of your automobile rental concession contracts that have been terminated, either voluntarily or involuntarily prior to expiration of term within the past five (5) years, and explain why they were so terminated. List any judgments terminating, or any pending Lawsuits for termination of, any concession operated by you or by a wholly-owned subsidiary, within the past five (5) years.
1. 4. Furnish a complete Balance Sheet for the last completed fiscal year showing assets and liabilities. The Balance Sheet must be certified by a Certified Public Accountant. Value of unencumbered capital assets must be shown.
1. 5. Furnish a statement that bidder possesses the qualifications set forth in the accompanying Instructions to Bidders.
1. 6. Any other information that bidder desires to submit for consideration by CWVRAA in evaluating bids.

State of _____
 County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, of the company (corporation) above named _____, known to me to be a person whose name is subscribed to the foregoing instrument, and acknowledged to me to be executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____.

Notary Public

(SEAL)

APPENDIX C

The undersigned hereby acknowledges and agrees that upon award of concession by CWVRAA, company shall execute the Concession Agreement and provide a Performance Bond no later than the dates designated in the Instructions to Bidders. Any clarifications or modifications to the Concession Agreement on the part of bidder has been submitted previously at the Pre-Bid Conference and any changes to be made by CWVRAA were submitted in the Final Addendum.

Submitted by:

(Business Name)

By: _____

Its: _____

ATTEST:

(Authorized official's name)

(Title)

State of _____

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, of the company (corporation) above named _____, known to me to be a person whose name is subscribed to the foregoing instrument, and acknowledged to me to be executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____.

Notary Public

(SEAL)