



JACKSON MUNICIPAL AIRPORT AUTHORITY

Your Connection to the World

REQUEST FOR PROPOSAL FOR

RENTAL CAR SERVICES

AT JACKSON-MEDGAR

**WILEY EVERY INTERNATIONAL
AIRPORT(JAN)**

BY THE

**JACKSON MUNICIPAL AIRPORT
AUTHORITY**

PROJECT NUMBER 012-23

February 22, 2023

Jackson Municipal Airport Authority

Attn: Marvin Buckhalter

Title: Director of Procurement

100 International Drive, Suite 300

Jackson, Mississippi 39208

Telephone: (601) 664-3516

Facsimile: (601) 939-3713

**Rental Car Services at JAN
Project No. 012-23**

**ADVERTISEMENT FOR PROPOSAL FOR
RENTAL CAR SERVICES AT JAN
BY THE
JACKSON MUNICIPAL AIRPORT
AUTHORITY
PROJECT NO. 012-23**

The Jackson Municipal Airport Authority ("JMAA") is seeking electronic proposals ("Proposal") for Rental Car Services at JAN.

Sealed Proposals to perform the services will be accepted at **4:00 p.m. Central Standard Time (CST) on Monday, April 17, 2023** (the "Proposal Deadline"). Proposal shall be accepted by email, mail, or hand delivery as follows:

Email: bids@jmaa.com

By mail or hand delivery: Jackson-Medgar Wiley Evers International Airport
100 International Drive Ste 300s
Jackson, Mississippi 39208

The following identification information must be provided with the submission: **(i)** Attention: Marvin Buckhalter, Director of Procurement; **(ii)** the wording: **"Rental Car Services at JAN, Project No. 012-23."** If the submission is submitted via email, the identification information must be provided in the email subject line. If the submission is submitted by hand delivery or mail, the identification information must be marked on the outside or exterior of the bid envelope or container.

JMAA will not consider any Proposals received after the Deadline for any reason whatsoever. Information for Respondents relating to this Request for Proposals ("**RFP**") is on file and open for public inspection at the offices of JMAA. The Information for Respondents contains a copy of the RFP, General Information for Respondents, Information Required from Respondents and Criteria for Selection. Interested persons may obtain a copy of the Information for Respondents from JMAA by contacting Marvin Buckhalter, as follows:

Jackson Municipal Airport Authority
100 International Drive, Suite 300
Jackson, Mississippi 39298-8109
Attention: Marvin Buckhalter
Telephone: (601) 664-3516
Facsimile: (601) 939-3713
Email: mbuckhalter@jmaa.com

or from JMAA's website [at https://j111aa.com/par111cr-with-us/procurement11t/](https://j111aa.com/par111cr-with-us/procurement11t/).

Based on the Proposals received and the scoring of each proposal, JMAA will initiate negotiations with the Respondent ranked first. If such negotiations fail to produce an agreement in form and content, satisfactory to JMAA, within a reasonable period of time, then JMAA may reject the first-ranked Respondent and follow the same process with the other Respondents, in the order of their ranking, until a Respondent agrees to and enters into an agreement satisfactory to JMAA.

JMAA will hold a Pre-Bid Conference on Tuesday, March 07, 2023, at 11:00 am (CST) in the Community Room on the third (3rd) floor of the Jackson-Medgar Wiley Evers International Airport.

JMAA reserves the right to reject any and all Proposals, for any reason, any time before execution of a contract with a Respondent selected by JMAA to perform the Services.

JMAA has chosen to not establish a DBE participation goal for this RFP, However, twenty (20) points are potentially available to Respondents submitting an acceptable minority participation proposal for the Services.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date: February 22, 2023

John Means, Acting Chief Executive Officer

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I. INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. The Jackson Municipal Airport Authority does not assume responsibility for failure of bidders to receive solicitations.
3. The solicitation number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by Attention Marvin Buckhalter, Jackson Municipal Airport Authority, 100 International Drive, Jackson, MS 39298-8109 on or before the specified bid opening date and time. Late bids will not be accepted under any circumstances.
5. After the bid opening, bids may not be withdrawn for a period of thirty (30) days.
6. The Jackson Municipal Airport Authority specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid, which is in the best interest of the Authority, and to reject all proposals if that is in the best interest of the Authority.
7. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more bidder's exact products or service is designated as the level of quality desired or equivalent, the Jackson Municipal Airport Authority reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the Authority to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid and shall be incorporated within the contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. Acceptance of award by bidder, either in writing or by shipment of any article described herein, shall effectuate a contract between Jackson Municipal Airport Authority and bidder for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by Jackson Municipal Airport Authority.
14. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process.
15. The Jackson Municipal Airport Authority is an equal opportunity employer and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status, or political affiliation.

16. Delivery of all bids must be made on time to Jackson Municipal Airport Authority. All freight charges shall be prepaid by bidder. Late deliveries or unsatisfactory performance may be caused to reject any and all bids.

17. Right To Audit Clause: The Company shall permit the authorized representative of the Jackson Municipal Airport Authority to periodically inspect and audit all data and records of the Company relating to his performance under this contract.

Terms and Conditions: This solicitation contains all terms and conditions with respect to the services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, bidder agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Mississippi

18. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in OMB circular a-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

FEDERAL CLAUSES, IF APPLICABLE.

Anti-kickback clause. The bidder hereby agrees to adhere to the mandate dictated by the Copeland "anti-kickback" act Which provides that each bidder or sub grantee shall be prohibited from inducing, by any means, any person employed in the Completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean air act. The bidder hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders or requirements issued under section 306 of the clean air act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Energy policy and conservation act. The bidder hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Clean water act. The bidder hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Anti-lobbying and debarment act. The bidder will be expected to comply with state and federal statutes required in the anti-lobbying Act and the debarment act.

II. BID INFORMATION

1. BID DESCRIPTION

The Jackson Municipal Airport Authority invites Bids from qualified Bidders for the management and operation of seven (7) non-exclusive Car Rental Concession brands and operations at the Jackson Medgar Wiley Evers International Airport for a term of five (5) years, with one (1), five (5) year option to renew.

2. DEADLINE FOR SUBMISSION

The Bid Deadline is Monday, April 17, 2023, at 4:00 p.m. CST (“Bid Deadline”).

A total of one (1) original copy and one electronic copy (jump drive/pdf format) of the Bid must be submitted to:

Jackson Municipal Airport Authority
Attention: Marvin Buckhalter
100 International Drive Ste 300
Jackson, MS 39298-8901

Bids must be sealed in an envelope and be clearly marked on the outside with the words “Bid for Car Rental Concession, Jackson Municipal Airport Authority”. The name and address of Bidder must also appear on the face of the envelope. Bids received after the due date and time, or not delivered to the designated location, will not be considered. Bids will promptly be publicly opened and read after the deadline.

3. PRE-BID MEETING

The Airport will conduct a mandatory pre-bid meeting on Tuesday, March 07, 2023, at 11:00 a.m. (CST) on the third Floor of the Community Conference Room, Jackson Municipal Airport Authority 100 International Drive, Jackson, MS 39208.

The purpose of the pre-bid meeting will be to answer any questions regarding this Bid Document. Airport staff will be available during the meeting to explain provisions of the Bid Document and to answer questions. The pre-bid meeting is not designed as a forum to renegotiate the terms and conditions of the Lease and Concession Agreement, but rather to clarify any questions regarding the bid process. It is mandatory that Bidders attend this pre-bid meeting.

4. BID GUARANTEE

Each Bid must be accompanied by a Bid Guarantee in the form of an Irrevocable Letter of Credit, Certified Check, or Bid Bond (as shown on Form 2) payable in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to the Jackson Municipal Airport Authority. The Bid Guarantee will be held by the

AIRPORT, without interest, for a period no longer than sixty (60) days after the Bid Opening Date after which Bid Guarantees will be returned to all Bidders except successful Bidders.

Each successful Bidder's Bid Guarantee will be held until the successful Bidder submits the Performance Guarantee. The successful Bidder shall enter into a Lease and Concession Agreement with the Airport within sixty (60) days after presentation of an agreement for execution or shall forfeit the Bid Guarantee.

5. PERFORMANCE GUARANTEE

Each successful Bidder, within sixty (60) days after the acceptance of the Bid but not later than the Commencement Date, shall post an Irrevocable Letter of Credit from a domestic bank or a Performance Bond, the form of which shall be subject to the approval of the Chief Executive Officer, equal to the Minimum Annual Guarantee ("MAG") for the first year of the Lease and Concession Agreement.

Each successful Bidder will be required to submit annually, no later than thirty (30) days before the anniversary date of the beginning of the term of the Lease and Concession Agreement a new irrevocable Letter of Credit or a Performance Bond for that year. Should Lessee's agreement terminate, the Irrevocable Letter of Credit or Performance Bond can be utilized to satisfy any and all sums due to the Airport.

6. BID WITHDRAWAL

Bids may be withdrawn by requesting such withdrawal in writing at any time prior to the Bid Deadline.

7. RIGHT TO REJECT BIDS/NEGOTIATION

The Jackson Municipal Airport Authority reserves the right to reject any Bid or elect to terminate this bid at any time. The Jackson Municipal Airport Authority reserves the right to waive any irregularities, technicalities, or informalities in any Bid. Furthermore, the Jackson Municipal Airport Authority reserves the right terminate the bid process and enter into negotiation on the day of or after the Pre-Bid Meeting.

8. BID REQUIREMENTS AND DISQUALIFICATION OF BIDDER

Each Bidder is required to submit the following:

- A. Intent to Bid Form (attached hereto as Invitation to Bid).
- B. Bid Form (attached hereto as "Form 1")
- C. Certified Check, Irrevocable Letter of Credit, or Bid Bond (attached hereto as "Form 2 or form approved by Purchasing"); and
- D. Affidavit (attached hereto as "Form 3")
- E. DBE/ACDBE Commitment (attached hereto as "Form 4")
- F. Corporate Resolution (attached hereto as "Form 5")
- G. Certification Regarding Gratuities (attached hereto as "Form 6")
- H. Supplier/Sub-Contractor forms (attached hereto as "Form 7")

I. Commitment and Confirmation Forms (attached hereto as “Form 8”)

The failure of a Bidder to submit all of the required items with the Bid completed and executed in the manner required and timely filed, shall be cause for disqualification of the Bidder by the Jackson Municipal Airport Authority.

9. CONSIDERATION FOR AWARD

In seeking seven (7) different brands to operate the non-exclusive Rental Car Concessions at the Jackson Municipal Airport Authority, the Airport is desirous of providing the air traveler with rental car service of the highest possible caliber, and to receive a fair monetary return for the non-exclusive concession to be granted hereunder to use the Airport facilities and to receive rents for certain facilities. The Jackson Municipal Airport Authority will award automobile rental concession contracts to the seven (7) responsible Bidders submitting the seven (7) highest Bids for the first year of the concession.

10. RESPONSIBILITY OF BIDDERS

Each Bidder shall carefully examine the entire contents of this Bid Document including the Agreement, subsequent Addenda, the location of the automobile rental concession counters, and the location of the automobile rental company’s ready-car parking area. Each Bidder shall judge for itself all conditions and circumstances relative to its Bid proposals for the concession. Failure on the part of any Bidder to make such examination and on-site inspection shall not constitute a ground for declaration by Bidder that it did not understand the conditions with respect to its Bid submitted.

All statistical data in this Bid Document and subsequent Addenda, if any, are to be used by Bidders at its sole risk. The AIRPORT shall not be responsible or liable in any fashion for the use of such data by any Bidder in structuring a response to this Bid Document.

11. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

It is the policy of the Department of Transportation (DOT) that Airport Concession Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of concession agreements with Airports that receive Federal funds. The Jackson Municipal Airport Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23. It is the policy of the Jackson Municipal Airport Authority to ensure that ACDBEs, as defined in 49 CFR Part 23 have an equal opportunity to receive and participate in contracts with the Airport.

There is a 3 % DBE Goal for this solicitation, respondents are challenged to present a creative and responsive plan that provides for ACDBE participation that is commercially meaningful and useful including the following arrangements to ensure quality participation:

- (1) Participation as a prime consultant,
- (2) Joint Venture,
- (3) Partnership,
- (4) Sub-consultant, and
- (5) Vendor.

12. QUESTIONS FROM BIDDERS

All questions or requests for additional information concerning this Bid Document shall be submitted in writing to the Jackson Municipal Airport Authority, by 4p.m. on, Thursday, March 23, 2023, at the following addresses:

Attn: Marvin Buckhalter
Jackson Municipal Airport Authority
100 International Drive
Jackson, MS 39298-8901

or via email at mbuckhalter@jmaa.com

13. AIRLINE INFORMATION

The Airport is served by the following air carriers: American Airlines, Delta Airlines, Southwest, and United Airlines.

14. PASSENGER STATISTICS

The following table of enplaned passengers at the Airport is offered for Bidder's use.

<u>Year</u>	<u>Enplanements</u>
2019	486,131
2020	178,506
2021	475,461
2022 (TD Nov2022)	563,340

15. HISTORICAL CAR RENTAL GROSS REVENUE STATISTICS

The following summary of historical Gross Revenues for Car Rental Concessions at the Airport, as reported to the AIRPORT by the car rental companies, is offered for Bidder's use. The Jackson Municipal Airport Authority does not guarantee or warrant the accuracy of this information.

5 YEAR Gros Sales	Enterprise/National/Alamo Rental Car	Hertz/Dollar- Thrifty Rental Car	Avis/Budget Rental Car
FY 2021-22 Gross Sales	57,436,885.13	35,440,969.88	34,394,273.37

16. SUBMISSION REQUIREMENTS

The Jackson Municipal Airport Authority requires that each Bidder shall include the required forms and information described below in accordance with the requirements described herein.

Each Bidder is required to submit the following:

- A. Intent to Bid Form (attached hereto as Invitation to Bid).
- B. Bid Form (attached hereto as “Form 1”)
- C. Certified Check, Irrevocable Letter of Credit, or Bid Bond (attached hereto as “Form 2 or form approved by Purchasing”); and
- D. Affidavit (attached hereto as “Form 3”)
- E. DBE/ACDBE Commitment (attached hereto as “Form 4”)
- F. Corporate Resolution (attached hereto as “Form 5”)
- G. Certification Regarding Gratuities (attached hereto as “Form 6”)
- H. Supplier/Sub-Contractor forms (attached hereto as “Form 7”)
- I. Commitment and Confirmation Forms (attached hereto as “Form 8”)

III. KEY PROVISIONS OF SAMPLE LEASE AND CONCESSION AGREEMENT

1. SAMPLE LEASE AND CONCESSION AGREEMENT

The draft sample Lease and Concession Agreement (“Agreement”) attached hereto is the sample contract under which the Airport intends that the successful Bidders be granted the right to develop, manage, and operate Car Rental Concessions at the Airport. The Airport does not anticipate making substantial changes to the Agreement. The following paragraphs summarize key provisions of the Agreement. However, Bidders are urged to read and understand the entire text of the Agreement attached hereto before submitting their Bids.

2. DETERMINATION OF SUCCESSFUL BIDDERS

The successful Bidders will be the seven (7) highest Bidders, as determined by the highest Minimum Annual Guarantees for the first year of the five (5) year term.

3. CONCESSION FEE

For the privilege of operating its car rental service at the Airport, each successful Bidder shall pay to the Airport the greater of the following:

1. Ten percent (10%) of Gross Revenues; or
2. Minimum Annual Guarantee (“MAG”) of not less than below. The MAG for each successful Bidder for each of the five years of the Agreement shall be set by Car Rental Brand, as follows:

Year 1:

<u>Brand</u>	<u>Minimum Acceptable Bid</u>
Hertz	\$ _____
Dollar Thrifty	\$ _____
Alamo	\$ _____
Enterprise	\$ _____
National	\$ _____
Avis	\$ _____
Budget	\$ _____

Years 2, 3, 4, and 5: An amount equal to 80% of the Bidder’s Concession Fee during the previous year, but not less than the Bidder’s MAG for Year 2.

4. TERM OF AGREEMENT

The term of the Agreement will be five (5) years, commencing on _____, 2023, and end on _____, 2028, with one (1), five (5) year option to renew.

5. LEASED PREMISES

A. Counter and Office Space (Exhibit “A”)

There are currently seven (7) brand and three (3) associated office spaces (“Counter and Office Spaces”). The Counter and Office Space will be chosen by the successful Bidders in descending order of their respective first year Minimum Annual Guarantee bids. The Counter and Office Space areas will be rented at a rate of \$_____ per square foot per year for the first year of the Agreement. Said rate shall be adjusted annually according to the Airport’s airline rates and charges methodology.

B. Ready Car Lot

(i) Ready Car Parking Lot (Exhibit “B”).

The share of ready car parking spaces will be based on the Minimum Annual Guarantee bids, in descending order, each successful Bidder shall, in sequence, identify its preferred Assigned Area within the plan established by the Airport. The Airport, based on its determination of the best long-term design and operation of the Ready Car Parking, taking into consideration each successful Bidder’s preferences and market share, shall designate the final determination of the location, size, and configuration of the Assigned Areas. The Airport’s determinations shall be final and binding on each successful Bidder for the duration of the Agreement.

The monthly rent for ready car parking spaces in the Ready Car Parking will be (a) \$50 per space for all spaces.

6. CUSTOMER FACILITY CHARGE

Under the terms of the Agreement, the successful Bidders shall be required to collect from customers entering into each motor vehicle rental agreement with the Bidder and remit to the Airport a Customer Facility Charge (“CFC”) of \$3.50 per Transaction Day. The Airport reserves the right to revise, at its discretion by action of the Jackson Municipal Airport Authority the amount of the CFC from time to time throughout the term of the Agreement. Under the terms of the Agreement, each successful Bidder will agree that it will not refer to the CFC in its motor vehicle rental agreement or otherwise as an airport tax.

7. PROHIBITION OF DIVERSION OF RENTAL CAR BUSINESS

Pursuant to Article XI of the Agreement, the successful Bidders will be prohibited from diverting, through direct or indirect means, rental auto revenues from the inclusion in Gross Revenue as defined in the

Agreement. Pursuant to Article VI of the Agreement, the Airport may terminate the Agreement upon ten (10) days written notice to the successful Bidder if one or more events occur, including the following:

Successful Bidder diverts, through direct or indirect means, rental auto revenues from the inclusion in Gross Revenue as defined in the Agreement. Diversion shall include, but not be limited to, the following situations:

A. Shortage of rental autos at the Airport while having rental autos available elsewhere in Rankin or Hinds County and renting such auto to a potential customer that arrived at the Airport and not including the resulting rental auto revenue in the Gross Revenue defined under the Agreement.

B. The taking of a reservation, advertising or suggesting to a potential customer of the Airport that the customer rent a vehicle at a location in Hinds County other than the Airport regardless of the reason, and not including the rental auto revenue resulting from such transaction in Gross Revenue.

Diversion of rental car business at the Airport shall not include the taking of a reservation at the Airport for a rental transaction outside Rankin or Hinds County.

8. INSURANCE REQUIREMENTS

A Certificate of Insurance shall be provided by the successful Bidder in accordance with the Agreement.

9. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

There is a 3 % DBE Goal for this solicitation, respondents are challenged to present a creative and responsive plan that provides for ACDBE participation that is commercially meaningful and useful including the following arrangements to ensure quality participation: (1) Participation as a prime consultant, (2) Joint Venture, (3) Partnership, (4) Sub-consultant, and (5) Vendor.

The requirements of 49 CFR Part 23 regulations of the U.S. Department of Transportation, apply to this contract/agreement. It is the policy of the Jackson Municipal Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals.

The concessionaire, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder shall carry out applicable requirements of 49 CFR Part 23. Failure by the bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SUBCONTRACTS: All concessionaires, proposers, contractors, and subcontractors hereby assure that they will include the following clause in all subcontracts, which offer further subcontracting opportunities.

This agreement is subject to the regulations of the U.S. Department of Transportation, 49 CFR Part 23. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23.

IV. REQUIRED FORMS

INTENT TO RESPOND FORM

This form acknowledges your receipt and states whether your firm intend to provide or not provide a submission.

Company Name: _____

Address: _____

City _____, **State** _____, **Zip:** _____

Project Name: _____

Disadvantaged Business Enterprise (DBE) Status (please check one):

- | | |
|----------------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Certified Disadvantaged Business Enterprise | <input type="checkbox"/> Minority/Woman Business |
| <input type="checkbox"/> SBA S(a) | <input type="checkbox"/> Non-DBE |
| <input type="checkbox"/> Minority/Woman Business Enterprise | |

Do you plan to provide a submission (please check one)? " Yes " No

If No, please state the reason(s).

Point of Contact Signature: _____

Point of Contact Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

Please return this form to Marvin Buckhalter at mbuckhalter@jmaa.com by 4:00 p.m. CST on _____, _____, 2023.

Note: This required form shall be submitted with Bid.

In accordance with your published invitation to receive Bids for the operation of an automobile rental concession at the Jackson Municipal Airport Authority the undersigned Authority proposes the following to-wit:

MINIMUM ANNUAL GUARANTEE:

I/We respectfully Bid the following to be paid to the Airport as the Minimum Annual Guarantee for the first year of the Agreement.

Rental Car Services at JAN
Project No. 012-23

Note: This required form shall be submitted with Bid.

FORM 2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and _____, As Surety, are hereby held and firmly bound unto Jackson Municipal Airport Authority as Owner in the sum of _____, (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____, day of, 20____. The Condition of the above obligation is such that whereas the principal has submitted to the Jackson Municipal Airport Authority certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the LEASE AND CONCESSION AGREEMENT FOR CAR RENTAL CONCESSION AT THE AIRPORT.

NOW, THEREFORE.

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid).

Then this obligation shall be void, otherwise the name shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

*Principal

*Surety

***Individuals signing on behalf of the company and surety shall submit a Power of Attorney or Corporate Resolutions clearly authorizing said individuals to execute this Bid Bond.**

Note: This required form shall be submitted with Bid. However, Bidder may substitute bid form approved by purchasing, a Certified Check, or Irrevocable Letter of Credit in the amount of \$25,000 in lieu of Form 3.

STATE OF _____
COUNTY OF _____

FORM 3
AFFIDAVIT

_____, being duly sworn deposes and says:

Individual Only: That he is an individual doing business under the name of _____ at _____

_____ in the County of _____
_____ State of _____

Partnership Only: That he is the duly authorized representative of a partnership, doing business under the name of: _____ in the County of _____
_____ State of _____

Corporation Only: That he is the duly authorized, qualified, and acting _____ for _____
_____ a corporation organized and existing under the laws of the State of _____

Limited Liability: That he is the duly authorized, qualified, and acting _____ for _____
Company: _____ a Limited Liability Company organized and existing under the laws of the State of _____

And that he, said partnership, or said corporation, is filing herewith a Bid to the Jackson Municipal Airport Authority in conformity with the attached documents that it has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which it will make payment, other than persons regularly employed by him whose services in connection with securing the public contract were in the regular course of their duties for him, and that no part of the contract price to be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

Signature

SWORN AND SUBSCRIBED before me, on this _____ day of _____, 20__.

County of _____, State of _____

Notary Public

NOTE: This document shall be submitted with the Bid

BIDDER'S ORGANIZATION BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

FORM 4

ACDBE/DBE GOAL FORM

There is a 3 % DBE Goal for this solicitation, respondents are challenged to present a creative and responsive plan that provides for ACDBE participation that is commercially meaningful and useful including the following arrangements to ensure quality participation:

- (1) Participation as a prime consultant,
- (2) Joint Venture,
- (3) Partnership, and
- (4) Sub-consultant,
- (5) Vendor.

Disadvantage Business Enterprise Commitment:

I/We respectfully propose a _____% goal as the Disadvantage Business Enterprise/Airport Concession Disadvantage Business Enterprise Participation and commitment for each year of the Lease Agreement. I/We hereby attached our DBE plan for the term of this agreement.

BIDDER: _____
(Company)

BY: _____

(Signature & Title)

NOTE: This document shall be submitted with the Bid.

FORM 5

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a
corporation organized under the laws of the State of _____ and domiciled in
_____ was held this _____ day of _____, 20____ and was attended by a quorum of the
members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said
quorum:

BE IT RESOLVED, that _____ Is hereby authorized to submit
proposals and execute agreements on behalf of this corporation with the Jackson Municipal Airport Authority.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Chief
Executive Officer of the Jackson Municipal Airport Authority, shall have been furnished a copy of said resolution,
duly certified.

I, _____, hereby certify that I am the Secretary of _____,
a _____ created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution
appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____

SECRETARY

Note: This required form shall be submitted with Bid.

POLICY FOR SUMISSIONS

CONFLICTS OF INTEREST AND GRATUITIES

ALL FORMS ARE REQUIRED WITH YOUR SUBMISSIONCHAPTER: EXECUTIVE

POLICY TITLE:

POLICY NUMBER: 1-100

ADOPTED:

REPLACES/REVISES 1-100 DATED 12/20/2005

REFERENCES:

PURPOSE: Provides policy on conflicts of interests and gratuities for the Jackson Municipal Airport Authority.

POLICY:

It is the policy of the Jackson Municipal Airport Authority (the "Authority") that all actions of the Authority be free from improper or inappropriate influence.

APPLICATION:

The Board of Commissioners of the Authority, as well as all employees of the Authority, shall abide by the state ethics statutes, as set out in Miss. Code Ann., Sec. 25-4-101, et seq. (1972), as amended.

No member of the Board of Commissioners of the Authority, and no member of the staff of the Authority, shall have any interest, direct or indirect, in any person or entity doing and/or seeking to do business with the Authority that is prohibited by applicable law.

No person or entity doing business with the Authority, or seeking to do business with the Authority, may offer or agree to offer, under any circumstances, any gift, gratuity, or favor (including travel), regardless of value or form, to any Commissioner, employee or representative of the Authority, except as permitted herein.

Notwithstanding the foregoing, nothing in this Policy is intended to prohibit the receipt by any member of the staff of the Authority of an occasional, nominal business courtesy, such as a meal or promotional item provided by any person doing business or seeking to do business with the Authority. However, gifts, gratuities and favors valued in excess of \$25.00 (including meals) are not acceptable; nor is a cash distribution of any amount. If the value of a gift is undetermined, it should be considered unacceptable.

CERTIFICATIONS:

Each employee of the Authority shall be required to sign and submit the certification attached to this Policy as Exhibit A entitled "Certification Regarding Gratuities: Airport Authority Employees". Certification shall be submitted by a member of the staff of the Authority, promptly upon employment. Subsequent certifications shall be signed and submitted no later than October 1 of each subsequent year.

Each Person or entity doing business with the Airport Authority or seeking to do business with the Authority will be provided a copy of this Policy and shall be required to sign and submit the certification attached to this Policy as Exhibit B, "Certification Regarding Gratuities: Persons or Entities Conducting or Seeking to Conduct Business with the Authority". Violation of this Policy will be cause for disqualification of such person or entity from any selection process, ongoing and future, regarding the Authority involving the person or entity, and termination of any agreement already executed with the Authority by the person or entity.

**ATTACHMENT A - NOT TO BE SUBMITTED
JACKSON MUNICIPAL AIRPORT AUTHORITY**

Certification Regarding Conflicts of Interest and Gratuities Airport Authority Employees

The undersigned _____, hereby acknowledges having received a copy of the Jackson Municipal Airport Authority's (the "Authority") Policy on Conflicts of interest and Gratuities (the "Policy"). As contemplated by the Policy, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Policy.
2. Mark one as appropriate:
 - ☐ The undersigned has no interest, direct or indirect, in any person or entity that currently does business of any kind or nature with the Authority.
 - ☐ The undersigned has an interest in the persons or entities described on the attachment to this Certificate (describe relationship, including nature of the interest and the date acquired, and attach to this Certificate).
3. The undersigned will immediately advise the Chief Executive Officer in writing of any interest, direct or indirect, that the undersigned may acquire in any person or entity doing or seeking to do business with the Authority.
4. The undersigned acknowledges that it may not accept any gift or gratuity from any person or entity doing or seeking to do business with the Authority except for gifts or gratuities of nominal value as provided in the Policy.
5. The undersigned will immediately report any offer of a gift or gratuity prohibited under the Policy to the Chief Executive Officer of the Authority.

In Witness Whereof, the undersigned has executed this Certificate on this the _____ day of _____ 20__.

Signature

(Printed Name)

FORM 6

JACKSON MUNICIPAL AIRPORT AUTHORITY

Certification Regarding Gratuities

Persons or Entities Conducting or Seeking to Conduct Business with the Authority

The undersigned _____, hereby acknowledges having received a copy of the Jackson Municipal Airport Authority's (the "Authority") Policy on Conflicts of interest and Gratuities (the "Policy"). As contemplated by the Policy, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Policy.
2. The undersigned certifies that she/he/it has not provided any gift, gratuity, or favor (including travel) to any Commissioner, employee, or representative of the Authority in violation of the Policy.
3. The undersigned acknowledges that if she/he/it does provide any gift, gratuity or favor (including travel) to any Commissioner, employee or representative of the Authority, in violation of this Policy, such violation of the Policy will be cause for immediate disqualification of the undersigned from any selection process, ongoing and future, regarding the Authority involving the undersigned, and termination of any agreement already executed with the Authority by the undersigned.

In Witness Whereof, the undersigned has executed this Certificate on this the _____ day of _____, 20____.

Print Name of Entity (if an Entity)

Signature

Printed Name, Title

Note: This required form shall be submitted with Bid.

FORM 7

PART I

SUB-CONTRACTOR / VENDOR LIST

RESPONDENT NAME: _____

The sub-consultants and/or suppliers shown on this form will be a material consideration in JMAA making an award. The persons and entities shown on this Sub-Consultant List must perform the Work in the amounts listed and for the prices listed below. JMAA'S WRITTEN APPROVAL IS REQUIRED BEFORE SUBSTITUTION OF ANY OF THE SUB-CONSULTANTS OR SUPPLIERS LISTED BELOW OR CHANGING THE AMOUNT OF WORK ASSIGNED TO ANY SUB-CONSULTANT OR SUPPLIER LISTED BELOW.

JMAA has established a goal of **3%** for DBE participation in the performance of the Services. Each Respondent must submit a completed Commitment and Confirmation Form for each sub-consultant and supplier shown on this Sub-Consultant List.

Name of Respondent's Authorized Agent

Signature

Title

Date

FORM 8

PART II

RESPONDENT MUST SUBMIT THIS COMPLETED FORM AS PART OF ITS PROPOSAL

Allocation of Work.

Divide the Work of the Project between the Respondent and the sub-consultants and suppliers that will perform any portion of the Services. All aspects of the Services must be accounted for below.

_____ at the (Project Number _____)				
ITEM NO.	ITEM	NAME OF SUB-CONTRACTOR SUPPLIER OR VENDOR	M/W/DBE? YES/NO	SUB- CONTRACTOR /SUPPLIER ESTIMATED PERCENTAGE

PERCENT M/W/DBE PARTICIPATION (REQUIRED; DO NOT LEAVE BLANK):__% (Attach additional pages as necessary)

Note: This required form shall be submitted with Bid.

PART 3

Jackson Municipal Airport Authority Sub-Consultant List - Identification of Subconsultant and Suppliers

Identification of Sub-Consultants and Suppliers.

Fully identify and answer each question regarding the sub-consultants and suppliers proposed to perform Services on this Contract.

Name of Sub-Consultant/Supplier: _____

Contact Person:

Title: _____
Address: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Email: _____
Federal Identification Number: _____

Sub-Consultant/Supplier (check applicable statement): " ☐

Is a non-DBE.

- ☐ "Is a certified DBE.
☐ "Mississippi Unified Certification Program (MUCP)
☐ Mississippi Department of Transportation (MDOT)
☐ Jackson Municipal Airport Authority

Will Sub-Consultant/Supplier perform \$50,000 or more in Work?

- ☐ "Yes
☐ No

Age of Firm:

- ☐ Less than 1 year
☐ "1-3 years
☐ "4-7 years
☐ "8-10 years

"More than 10 years

Annual Gross Receipts:

- ☐ "Less than \$500K
☐ "\$500K - \$1 million
☐ \$1 -2 million
☐ \$2 - 5 million
☐ "Greater than \$5 million

Make copies of this form as needed.

Note: This required form shall be submitted with Bid.

FORM 9
(PARTS I, II, & III)

COMMITMENT AND CONFIRMATION

Respondent must submit this completed form and all documents required by this form with their Proposal:

Name of Respondent: _____

SUB-CONSULTANT COMMITMENT:

The Respondent affirms and certifies that it had direct contact with the Sub-Consultant Firms listed below regarding participation in the Project.

The Respondent affirms and certifies that the information listed below is consistent with the quotes from Sub- Consultant Firm to perform services for the Project.

The Respondent affirms and certifies that all information contained on Respondent's Sub-Consultant List about Sub-Consultant participation is true and accurate.

The Respondent affirms and certifies that, if awarded the contract for the services of this Project, the Respondent shall award subcontracts to or enter into agreements with the Sub-Consultant Firms listed below.

Name of Respondent's Authorized Agent

Signature & Title

Print Name

Date

CHECK ONE:

- ☐ **Sub-Consultant** (Fully complete Parts I and III)
- ☐ **Sub-Consultant with Lower-Tier Sub-Consultants** (Fully complete Parts I, II, and III)

Note: This required form shall be submitted with Bid.

PART I: Sub-Consultant Participation

TO: _____

(Name of Prime Consultant)

FROM: _____

(Name of Sub-Consultant)

1. The undersigned Sub-Consultant Supplier intends to perform services with the above project as (checkone):

- | | |
|------------------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> an individual/sole proprietorship | <input type="checkbox"/> a partnership |
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a joint venture |

2. The undersigned Sub-Consultant/Supplier (check applicable statements):

NOTE: Pursuant to the JMAA 's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status under the Mississippi Uniform Certification Program (MUCP) prior to contract award. DBE Firms must be fully certified under the MUCP to be counted towards the JMAA's DBE goals on this project.

☐ Is a non-DBE.

☐ Has been certified as a DBE under the MUCP.

3. The undersigned Sub-Consultant/Supplier is prepared to perform the following described services and/or supply the materials listed in connection with the above project (where applicable specify "supply" or "install" or both) and at the following price \$_____.

Note: This required form shall be submitted with Bid.

PART II: LOWER-TIER SUB-CONSULTANT PARTICIPATION

With respect to the proposed subcontract described above, the following lower-tier subcontract(s) will be sublet and/or awarded to lower-tier Sub-Consultant(s):

Name of Firm Receiving Lower Tier Subcontract DBE: (Y/N) _____

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Services to be Performed: _____

Amount of Subcontract \$ _____

Name of Firm Receiving Lower Tier Subcontract:

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

TIN: _____ Insurance: ()

Services to be Performed: _____

Amount of Subcontract \$ _____

Total amount to be Subcontracted to DBEs: \$ _____

Total amount to be Subcontracted to non-DBEs: \$ _____

Note: This required form shall be submitted with Bid.

PART III: SIGNATURES

(Name of Prime Consultant) By: _____
(Signature of Authorized Representative)

Date: _____ Phone: _____

(Name of Sub-Consultant) By: _____
(Signature of Authorized Representative)

Date: _____ Phone: _____

PART IV: DBE Participation Verification

To be completed by JMAA Representative:

Total DBE participation amount: \$ _____ Overall _____ % DBE participation

Reviewed for Content and Completeness: _____

Note: This required form shall be submitted with Bid.

V. SAMPLE LEASE AND CONCESSION AGREEMENT

**For Car Rental Concession
Jackson Municipal Airport Authority
Jackson, MS**

THIS LEASE AND CONCESSION AGREEMENT ("Agreement") made and entered into, as of the 1st day of _____, 20____, by and between the Jackson Municipal Airport Authority, hereinafter referred to as "AIRPORT", and _____, a public corporation organized under the laws of the State of Mississippi, having its office and principal place of business at _____, hereinafter referred to as "COMPANY".

-WITNESSETH-

WHEREAS, AIRPORT owns and operates the Jackson Medgar Wiley Evers International Airport located in the City of Jackson, MS; and

WHEREAS, AIRPORT, as operator, operates the Airport as a governmental function for the primary purpose of providing to the public the services of air transportation; and

WHEREAS, COMPANY, is an automobile rental company engaged in the business of operating a car rental service; and

WHEREAS, COMPANY, desires the privilege of using the Airport and its facilities upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the AIRPORT authorizes the COMPANY to exercise the rights, powers and privileges hereinafter set forth.

ARTICLE I. TERM

This Agreement shall commence upon the 1st day of _____, 20____, and shall continue for a period of five (5) years, ending on _____, 20____, with one (1), with one (1), five (5) year option to renew.

ARTICLE II. LEASED PREMISES

The premises hereinafter described shall be used solely by COMPANY for the purpose of providing rental car service at the AIRPORT, and for no other purposes.

The Leased Premises leased by the COMPANY shall consist of Counter and Office Space, and the Ready Car Area, as follows:

A. COUNTER AND OFFICE SPACE

COMPANY shall have the right to exclusive use of Counter and Office Space in the Jackson Medgar Wiley Evers International Airport Terminal Building as shown on the drawing marked Exhibit "A", attached hereto and made a part hereof. *[Note: This paragraph is provided for informational purposes only. The actual Lease and Concession Agreement to be executed by each successful Bidder will be individualized for each successful Bidder's leased premises.]*

In the operation of the COMPANY'S activities hereunder, the AIRPORT shall provide the following for the Counter and Office Space:

1. Initial electrical outlets in the concession area.
2. Initial lighting fixtures for general area illumination.
3. Heating and air conditioning in both the counter and office space.
4. Telephone utilities, excluding data lines and all data related equipment, to the point of the outlet in the counter and office space.
5. Counter space.

COMPANY may, without charge and subject to the prior approval in writing of the Chief Executive Officer, erect and maintain upon the exclusive premises, at its own expense, suitable rental counter inserts and signs advertising its business. All sales counters, signs and other improvements shall be of a type, color, and design compatible with other and similar installations in the terminal building. If at any time during the term of this Agreement, the modification or expansion of the Airport Terminal Building makes it necessary to relocate the above-described counter to another location of comparable size, all costs and expense of the move will be borne by the AIRPORT. This Agreement shall not be cancelled, or rents abated or reduced during this period.

B. READY CAR PARKING

The ready car parking spaces in the Ready Car Lot shall be allocated as follows:

Within the limitations of the physical layout of the Ready Car Parking Area, the Airport will develop a plan to make available appropriately sized areas ("Assigned Areas") designed to accommodate all successful Bidders. Based on the Minimum Annual Guarantee bids, in descending order, each successful Bidder shall, in sequence, identify its preferred Assigned Area within the plan established by the Airport. The Airport, based on its determination of the best long-term design and operation of the Ready Car Parking Area, taking into consideration each successful Bidder's preferences and market share, shall designate the final determination of the location, size, and configuration of the Assigned Areas. The Airport's determinations shall be final and binding on each successful Bidder for the duration of the Agreement.

Facilities and Services to be provided by the COMPANY

COMPANY shall rent all vehicles from reservation counter area provided in the terminal and not use areas other than those designated for rental car area. The Chief Executive Officer must approve any other area in writing.

Rental car customers must pick up all cars from an approved rental car parking area.

In the operation of the counter and office space facilities, the COMPANY shall provide the following facilities and services:

1. Janitorial service within the office/counter leased area of the reservation area in the terminal.
2. All interior furnishings, subject to the prior written approval of the AIRPORT.
3. All concession equipment, subject to the prior written approval of the AIRPORT.
4. Counter inserts.
5. Special accounting equipment/software adequate for providing records of Gross Revenue.
6. Any inter-communication systems (excluding public address systems).
7. Connection of utilities to operating equipment.
8. All interior maintenance and repair of Leased Premises, including the maintenance and repair of the sales counter inserts and the replacement of light bulbs and tubes, except the light fixtures used for general area illumination.
9. All permits, licenses, notices, and other requirements specified by federal, state, or local governmental rules or regulations.

10. All costs for installation and maintenance of COMPANY's equipment such as but not limited to specialized circuits shall be borne by COMPANY.

In the operation of the facilities in the Car Rental Parking Garage Area, the COMPANY shall maintain all facilities, including the provision of the following facilities and services:

1. Janitorial service within the Leased Premises.
2. All interior furnishings.
3. All necessary car service equipment not supplied as fixtures to the premises by the AIRPORT.
4. All permits, licenses, notices, and other requirements specified by federal, state, or local governmental rules or regulations, including but not limited to operations of the fuel storage tank.
5. All cost for installation and maintenance of COMPANY's equipment.
6. Daily Trash removal.

The COMPANY shall re-stripe the parking spaces every two years, at the beginning of years 3 and 5 of the Agreement. The COMPANY shall maintain the booth assigned to the COMPANY.

Equipment Installation and Penalty

COMPANY shall provide all equipment, décor, and interior furnishings for its operation, including all necessary installation work, subject to the prior written approval of the AIRPORT. The AIRPORT reserves the right to inspect the work of COMPANY and its contractors to ensure that all equipment, décor, and installations are in strict conformity with the true claims and specifications provided to the AIRPORT.

After commencement of operations hereunder, the COMPANY shall not install, remove, or replace any interior equipment or furnishings without notification to and receipt of prior written approval by the Chief Executive Officer.

The COMPANY agrees that the AIRPORT has the right to inspect the Counter and Office Space Area, the Ready Car Areas in the Parking Garage Area, at its discretion at any time.

Equipment Disposal at Termination of Lease

At the termination of this Agreement, or any extension or renewal hereof, whether by expiration, mutual agreement, or by default on the part of the COMPANY, the COMPANY shall forthwith remove from the Airport all of its equipment and furnishings which have been attached to or become a part of the premises.

ARTICLE III. PAYMENT

A. CONCESSION FEE

1. For the privilege of operating its car rental service at the airport, COMPANY agrees to pay to AIRPORT each year of the term, either (1) ten percent (10%) of all Gross Revenues, as hereinafter defined, received by COMPANY during such year, or (2) the minimum annual guarantee applicable to such year as set forth in subparagraph A (2) of this Article III, whichever is greater, on an annual basis.
2. The minimum annual guarantee for each year of the term shall be as follows:
 - a. For the first year, *[enter amount bid]*.
 - b. For the second year, eighty percent (80%) of the total Concession Fee payable for the first year, but not less than the Minimum Annual Guarantee for the first year.

c. For the third fourth, and fifth years, eighty percent (80%) of the total Concession Fee payable for the preceding year, but not less than the Minimum Annual Guarantee for the second year.

D. For the sixth through tenth years, the same methodology shall apply.

3. The term “year”, as used in this Article III, means contract year, and not calendar year.

- B. COMPANY further agrees to pay for the term of this Agreement, the Counter and Office Space rental on _____ square feet, identified as Counter and Office Space _____ and illustrated in Exhibit A, based on \$_____ per square foot per year. Said rate shall be adjusted annually according to the AIRPORT’s airline rates and charges methodology.
- C. COMPANY shall have the right to the exclusive use of a proportionate share of the Ready Car Parking Area and at a rate of \$50 per space, per month.
- D. Rentals for the Counter and Office Space, and Ready Car Parking Areas shall be due and payable in advance on the first day of each month during the term of this Agreement.
- E. The Concession fees payable under subparagraph A of this Article III shall be payable in monthly installments calculated on a calendar month basis for each year of the term of this Agreement. On or before the fifteenth (15th) day following the end of each calendar month throughout the term of this Agreement. COMPANY shall pay AIRPORT as the concession fee for such calendar month one-twelfth of the Minimum Annual Guarantee for such year as provided in subparagraph A above, or ten percent (10%) of Company’s monthly Gross Revenues, whichever sum is the greater. An officer of the COMPANY shall certify a report on all Gross Revenues for the preceding month, accompanying check, as correct.

Within sixty (60) days after the close of each year hereunder, COMPANY shall furnish the AIRPORT a statement certified as correct by an officer of the COMPANY showing all Gross Revenues derived from its operations of the automobile rental concession at the Airport for said year. If the aggregate payments made for any year hereunder shall exceed the greater of the Minimum Annual Guarantee applicable to such year or ten percent (10%) of said Gross Revenues during such year, the excess balance shall be credited to Company’s account and applied against one or more of the next succeeding monthly payments during the next ensuing year, or for the final year of the Agreement and amounts due will be settled prior to expiration of the Agreement.

All sums due hereunder and the reports of statements of Gross Revenue shall be paid by delivery to the Chief Financial Officer (CFO), Jackson Municipal Airport Authority.

The term “Gross Revenues” as used herein shall mean, for all purposes hereof, the aggregate of the entire amount of all revenues received or billed and services performed or derived by the COMPANY or any of its affiliates, subsidiaries, contractors for cash, credit, exchange or otherwise of every kind, name, and nature arising out of or from, or in connection with the rental of vehicles or other services provided for the customer on, at, or from the Premises or elsewhere on the property of the Airport, regardless of actual collection. Gross Revenue shall also include all revenues from customers who rent a vehicle at the COMPANY’s Customer Service Area, after being transported from the Airport by any conveyance or delivered by others to that facility. All amounts paid or payable on any vehicle exchanged elsewhere when such vehicle was originally contracted for, delivered, supplied, or rented at the Airport shall also be considered as “Gross Revenue.”

Gross Revenue shall include all revenues derived from the contracting for, delivering, picking up or renting of vehicles (and related accessories and/or equipment) from Airport property, regardless of ownership, area, fleet or location assignment and without regard to the manner in which, or place at which the vehicles or other products or services are ordered, furnished or where the vehicles are returned and without regard to duration,

or of where, how, or by whom the payment is made. Gross Revenue shall also include all revenues from equipment or other contracts, or business services performed for the customer.

The term "Gross Revenue" shall include (but is not limited to) the following:

Time and Mileage or Rental Charges

All charges related to vehicle fuel

Insurance and other charges including, but not limited to, the following:

Personal accident insurance

Additional Fees Charged to Customers

Additional drivers

Underage driver

Upgrade of vehicle

Exchanges

Other Petroleum products

Intercity Fees (drop charges)

Holding Facility charges

Transportation charges or valet parking services

Late fees (for vehicle not returned on time)

Other charges considered now or in the future

Equipment Charges

Child restraint seats

Wireless Internet fees (including revenue from use of)

Car Racks for Recreational Gear (Ski, bike racks, etc.)

Recreational Gear (bikes, skiing equipment, bating equipment, fishing tackle, golf clubs, etc.)

Tire Chains

Supplemental Liability Insurance

Gross Revenue shall also include the value of coupons and vouchers purchased by corporations and tour companies, either in advance, or invoiced after use, if the rental charges are not shown on the actual closing Rental Agreement. If a vehicle is rented at or from the AIRPORT, all Gross Revenue shown on the Rental Agreement shall be reported to the Airport.

The term "Gross Revenue" shall not include the following:

Customer Facility Charges (CFC), Collision Damage Waiver (CDW), or Loss Damage Waiver (LDW).

The amount of any federal, state, or municipal sales or other similar taxes separately stated on the Rental Agreement and collected from customer of COMPANY now or hereinafter levied or imposed.

Any Sums received by COMPANY as compensation for damage to vehicles or other property of COMPANY, or for loss, conversion, or abandonment of such vehicles. Amounts collected from

customers for vehicles dropped off at the Airport, which were originally rented at another location to which COMPANY pays a concession fee.

If and to the extent that COMPANY provides any of the goods or services through the use of subcontractors, all revenue received or derived by such subcontractors on account of such goods or services, shall be deemed included in Gross Revenue (regardless of what portion, if any, of such revenue is received or retained by COMPANY). The Airport shall authorize all chosen subcontractors. If it is determined that subcontractors are not authorized by the Airport, the COMPANY shall be deemed to be in default of the Agreement.

Gross Revenue shall not be reduced by reason of any AIRPORT or other amount paid out or rebated by the COMPANY to travel agents or others with respect to any such rental. The COMPANY shall not allocate receipts to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

There shall be no deduction allowed for bank charges or uncollected or un-collectible credit accounts or charges made by collection agencies. Bad debt losses shall not be deducted from Gross Revenue. In addition, each transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of the time when the COMPANY received payment (whether full or partial) therefore.

In no event shall the COMPANY's Gross Revenue from any rental be negative in any revenue category for purposes of this Agreement.

Books and Records. The COMPANY shall maintain a true and accurate set of books and records which, among other things, show all sales made and services performed for cash, credit or otherwise. AIRPORT may audit COMPANY's books and records at any time by a Certified Public Accountant selected by the AIRPORT. If the report of the accountant discloses an error in the COMPANY's books resulting in an underpayment to AIRPORT greater than five percent (5%) of the monthly amounts owed pursuant to this Agreement, all expenses of the audit shall be paid by the COMPANY together with any sum disclosed by the audit to the AIRPORT. In all other cases, the cost of the audit shall be paid by the AIRPORT. The final report of the Certified Public Accountant retained by the AIRPORT is conclusive upon both parties.

Late Charge. Payments due pursuant to the provisions of this Agreement that are received more than 10 days after the due date of any month shall include interest at the rate of one and one-half percent (1½%) per month pro-rated daily from the due date until paid.

Acceleration of Amounts Due. If COMPANY is determined to be in default of this Agreement, all amounts owed to AIRPORT for the remainder of the term of the Agreement shall become due and payable to AIRPORT immediately.

Credits. If AIRPORT has elected to accelerate the rental for the un-expired term of the lease, then at AIRPORT'S option, AIRPORT shall have the further option to re-enter the premises and to attempt to lease them for such rental and on such terms as AIRPORT may be able to obtain, in reduction of the amount due AIRPORT, or to let them on a month-to-month basis, and credit the net amount realized on the payment of the rental due for the full un-expired term of the lease, reserving the right to sue thereafter for any balance remaining due after credit for the rental actually received or estimated to be received. Any balance thus due shall be considered rental due under this lease and shall be secured by the AIRPORT'S privilege and right of detention. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice AIRPORT'S right to hold COMPANY liable for any amount due under this lease in excess of the amount for which the property is re-let. In addition, if the COMPANY fails or refuses to permit AIRPORT to re-enter the premises, AIRPORT shall have the right to evict COMPANY in accordance with the provisions of Mississippi Law, without forfeiting any of AIRPORT'S rights under this paragraph or under the other terms of this lease, and AIRPORT may at the same time or subsequently, sue for any money due or to enforce any other rights which AIRPORT may have.

ARTICLE IV. CUSTOMER FACILITY CHARGE

The COMPANY must collect from customers entering into each motor vehicle rental agreement with the COMPANY and remit to the AIRPORT a Customer Facility Charge ("CFC"), in an amount of \$_____ per each Transaction Day. A Transaction Day is defined herein as each 24-hour period or portion thereof commencing at the time of rental of a motor

vehicle by a customer of the COMPANY. The CFC must be shown as a separate line item on the COMPANY's motor vehicle rental agreement. The COMPANY agrees that it will not refer to the CFC in its motor vehicle rental agreement or otherwise as a city or Airport charge or tax. The amount of the CFC collected and remitted by the COMPANY for each Transaction Day must be the same amount as the CFC collected and remitted by the other Companies pursuant to their respective concession agreements, which will be established and amended from time to time by AIRPORT. The amount of the CFC is established by the Jackson Municipal Airport Authority. COMPANY acknowledges that the AIRPORT reserves the right to amend, at its sole discretion, said resolutions from time to time throughout the Term of this Agreement, and COMPANY agrees to comply with the terms and conditions of any such amendments.

On the first but not later than the fifteenth (15th) day of each calendar month during the Term of this Agreement, the COMPANY must remit to the AIRPORT the CFCs collected by the COMPANY during the immediately preceding calendar month. The COMPANY also agrees to furnish to the AIRPORT in a form acceptable to the AIRPORT on the first but not later than the fifteenth (15th) day of each calendar month during the term of this Agreement, a true and correct statement of the CFCs collected by the COMPANY for the preceding calendar month signed by an Authorized Company Representative, together with all supporting documents and information reasonably requested by the AIRPORT. The COMPANY must maintain such books and records as will be sufficient to document the collection by the COMPANY and the remittance to the AIRPORT of all CFCs required to be collected pursuant to this Agreement. The COMPANY agrees to give the AIRPORT access during reasonable hours to such books and records. The COMPANY also agrees to provide, in writing, to the AIRPORT by not later than sixty (60) days following the end of each calendar year, the following information:

- a. The COMPANY'S Transaction Days per calendar month for the preceding 12-calendar month period beginning on each January 1 and ending on each subsequent December 31 (a "COMPANY Reporting Period") and.
- b. The total amount of the CFC collections each calendar month remitted by the COMPANY to the AIRPORT during the COMPANY Reporting Period.

Such information must be provided by the COMPANY to the AIRPORT with the following certification by an Authorized Company Representative:

"To the best of my knowledge, the information contained herein provided by the Company to the AIRPORT is complete and accurate."

The CFCs collected by the COMPANY must be accounted for separately on the COMPANY'S books of account. The COMPANY agrees to maintain a separate account in which it will hold all CFCs owed under this section. The COMPANY shall not commingle CFC collections with any of its other revenue. The CFCs collected by the COMPANY will be regarded as trust funds held by the COMPANY as an agent, for the beneficial interest of the AIRPORT. All CFCs collected and held by the COMPANY are property in which the COMPANY holds only a possessory interest and not an equitable interest or ownership.

The COMPANY is obligated to collect the CFCs at the rate determined by the AIRPORT in accordance with this Agreement. The COMPANY covenants and agrees that it will not be entitled to any rights of offset or other reduction in the requirements herein.

ARTICLE V. TERMINATION BY AIRPORT

Termination. This Agreement shall automatically terminate and expire at the end of the term, as set forth herein.

Airport's Right of Cancellation and Termination.

A. AIRPORT may cancel and terminate this Agreement by giving COMPANY thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events:

1. The filing of COMPANY of a voluntary petition for bankruptcy.
 2. The institution of proceedings in bankruptcy against COMPANY and adjudication of COMPANY as a bankrupt pursuant to said proceeding.
 3. The taking by a Court of jurisdiction of COMPANY and its assets pursuant to proceedings brought under the provisions of any federal re-organizational acts and said proceeding is not dismissed, discontinued, or vacated.
 4. The appointment of a receiver of COMPANY's assets and the receivership shall not be set aside within thirty (30) days after such appointment.
 5. The divestiture of COMPANY's estate herein by operation of law.
 6. The abandonment by COMPANY of the assigned Premises, or of its business operations thereon.
 7. The conduct of any business or performance of any acts not specifically authorized herein and said business or acts do not cease.
 8. COMPANY diverts, through direct or indirect means, rental auto revenues from the inclusion in Gross Revenue as defined in this Agreement. Diversion shall include, but not be limited to, the following situations:
 - Shortage of rental autos at the Airport while having rental autos available elsewhere in Rankin or Jackson County, renting such auto to a potential customer that arrived at the Airport and not including the resulting rental auto revenue in the Gross Revenue defined under the Agreement.
 - The taking of a reservation, advertising or suggesting to a potential customer of the Airport that the customer rent a vehicle at a location in the Rankin or Jackson County other than the Airport regardless of the reason, and not including the rental auto revenue resulting from such transaction in Gross Revenue.
- Diversion of rental car business at the Airport shall not include the taking of a reservation at the Airport for a rental transaction outside Rankin or Jackson County.
10. COMPANY fails to pay any sum which COMPANY is obligated to pay AIRPORT and the default continues for a period of thirty (30) days after written notice, as provided in this Article, has been given by AIRPORT to COMPANY.
 11. The failure of COMPANY to conduct its operations in accordance with all the terms and conditions of this Agreement.

B. In any of the aforesaid events, cancellation shall be effective upon the date specified in the AIRPORT's written notice to COMPANY, and, upon said date, COMPANY shall be deemed to have no further rights hereunder and AIRPORT may take immediate possession of the assigned Premises and remove COMPANY's effects, by forcible eviction, if necessary, without being deemed guilty of trespassing.

ARTICLE VI. DEFAULT

If COMPANY defaults in the payment of any sum which COMPANY is obligated to pay AIRPORT, or if COMPANY defaults in any other obligation under this Agreement, and the default continues for a period of thirty (30) days after written notice as provided in Article VI, has been given by AIRPORT to COMPANY, AIRPORT may at its option and without further notice or demand, terminate this Agreement and remove COMPANY and all of COMPANY's property and equipment from the lease premises. In the event of a default by COMPANY, all amounts due under the provisions of this Agreement during the remaining term of the Agreement shall become due and payable to AIRPORT immediately.

Nothing in this clause limits AIRPORT's right to pursue any remedy available to it for a default under law or in equity.

ARTICLE VII. TERMINATION BY COMPANY

COMPANY may cancel this Agreement, if COMPANY is not in default of this Agreement (including but not limited to, its payments to AIRPORT hereunder), by giving AIRPORT sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing the AIRPORT, or any part thereof, containing the assigned Premises, for Airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.
- B. The default by AIRPORT in the performance of any covenant or agreement herein required to be performed by AIRPORT and the failure of AIRPORT to remedy such default for a period of ninety (90) days after receipt from COMPANY of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if AIRPORT shall have remedied the default prior to receipts of COMPANY'S notice of cancellation.
- C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part of parts thereof, in such a manner as to completely eliminate the operation of COMPANY, for a period of ninety (90) days.

Surrender of Premises

Notwithstanding the obligations of COMPANY and rights of AIRPORT provided in Article VI hereof COMPANY expressly agrees that it shall immediately surrender the assigned Premises to AIRPORT in good and fit condition upon termination or cancellation of this Agreement, depreciation, and wear from ordinary use for the purpose for which the premises were leased being excepted. All repairs and obligations for which the COMPANY is responsible shall be completed thirty (30) days prior to surrender. In the event the COMPANY shall holdover, refuse, or fail to give up the possession of the assigned Premises at the termination of this Agreement (and following the time period granted for removal of improvements, if any, as may be required by AIRPORT pursuant to Article VI hereof), COMPANY shall be liable to AIRPORT for any and all damages. COMPANY, within fifteen (15) calendar days following the termination of this Agreement shall remove all of its personal property. Any personal property of COMPANY not removed in accordance with the Article VI may be removed and placed in storage by the AIRPORT at the sole cost of COMPANY. Failure on the part of COMPANY to reclaim its personal property as provided by law shall constitute a gratuitous transfer of title to the AIRPORT for whatever disposition is deemed to be in the best interest of the AIRPORT.

ARTICLE VIII. OPERATION THROUGH LICENSEE

It is expressly agreed and understood that any and all obligations of COMPANY hereunder may be fulfilled or discharged either by COMPANY or by a Licensee duly appointed hereto by COMPANY, and only with the prior written approval by AIRPORT in the form of a resolution adopted by the Jackson Municipal Airport Authority. Any such attempted operation through a Licensee without Airport approval shall be null and void. Any and all privileges of every kind granted COMPANY hereunder may extend to and be enjoyed by such Licensee so appointed; provided, however, that notwithstanding the method of operation employed by COMPANY hereunder COMPANY shall continue always to remain directly liable to AIRPORT for the performance of all terms and conditions of this Agreement.

ARTICLE IX. ASSIGNMENT AND SUBLETTING

COMPANY shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement including, but not limited to, placing any security device, mortgage, etc., on or affecting any improvements, construction, or equipment placed upon the subject premises, or sublet the assigned Premises or any part thereof, without the prior written consent of AIRPORT in the form of a resolution adopted by the Jackson Municipal Airport Authority. Any such attempted assignment, transfer or sublease without AIRPORT approval shall be null and void. In the event the AIRPORT consents in writing as aforesaid, COMPANY shall have the right to the extent permitted by AIRPORT's consent to sublease or assign all or any portion of the assigned Premises, provided that any such sublease or assignment

shall be limited to only the same purposes as are permitted under this Agreement. Any such sublease or assignment shall be subject to the same conditions, obligations and terms as set forth herein and COMPANY shall be fully responsible for the observance by its sublessee of the terms and covenants contained in this Agreement. Notwithstanding anything herein to the contrary, in the event of an approved sublease, COMPANY shall remain primarily liable to AIRPORT for fulfilling all obligations, terms and conditions of this Agreement, throughout its entire term.

ARTILCE X. OPERATIONS OF COMPANY

- A. COMPANY shall not erect, place upon, or maintain any improvements on the premises, nor conduct or carry on at or upon the Airport any business in violation of any rule, regulation, order, statute, or ordinance of any governmental agency having jurisdiction, therefore.
- B. All taxes and assessments which become due and payable upon fixtures, equipment or other property caused or suffered by COMPANY to be placed upon the premises or used by COMPANY in the course of its business shall be paid promptly by COMPANY.
- C. COMPANY shall keep the premises in a neat, orderly, and safe condition, and free of waste, rubbish, and debris throughout the term of this Agreement.
- D. COMPANY shall keep the premises free from any and all liens of any kind or nature for any work done, labor performed, or materials furnished thereon at the instance or request, or on behalf of COMPANY; and COMPANY shall indemnify and save harmless the AIRPORT from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed, or materials furnished.
- E. COMPANY shall take all reasonable measures to maintain, develop and increase the business conducted by it hereunder and shall not divert or cause to be diverted any car rental business from the Airport. Diversion of car rental business shall include, but not be limited to, the following situations:
 - 1. Shortage of rental autos at the Airport while having rental autos available elsewhere in Rankin or Jackson County, renting such auto to a potential customer that arrived at the Airport and not including the resulting rental auto revenue in the Gross Revenues defined under the Agreement.
 - 2. The taking of a reservation, advertising or suggesting to a potential customer of the Airport that the customer rent a vehicle at a location in Rankin or Jackson County other than the Airport regardless of the reason, and not including the rental auto revenue resulting from such transaction in Gross Revenues.

Diversion of rental car business at the Airport shall not include the taking of a reservation at the Airport for a rental transaction outside Rankin and Jackson County.

- F. Company shall procure from all governmental authorities having jurisdiction over the car rental industry, all licenses, certificates, permits or other authorization that may be necessary for the conduct of its operations to governmental agencies and private persons promptly without annoyance to AIRPORT.
- G. COMPANY shall not knowingly cause any annoyance or nuisance on the premises or knowingly permit anything which may result in or create a nuisance on the premises or install, maintain, or operate any vending machine or devices to dispense any products whatsoever without written permission of AIRPORT.
- H. COMPANY agrees to furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental service at the Airport, on a reasonable and fair basis.

- I. COMPANY agrees that next previous or current model year rental vehicles shall be made available hereunder and shall be maintained at company's sole expense, in good operative order, free from known mechanical defects, and in clean, neat, and attractive condition, inside and outside.
- J. COMPANY agrees that the facilities to be provided to COMPANY hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for automobile rental services. COMPANY agrees that its counters will be manned on a daily basis in order to provide service to passengers on all flights, including late flights.
- K. COMPANY agrees that personnel performing services hereunder shall be neat, clean, courteous and wear uniforms, and COMPANY shall not permit its agents, servants, or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or to solicit business outside the space assigned in any manner whatsoever except through the use of signs approved by the Chief Executive Officer. COMPANY will not allow its employees to loiter in any area other than those leased by COMPANY.
- L. COMPANY will keep or cause to be kept true, accurate and complete records of business conducted hereunder and COMPANY further agrees that AIRPORT shall have the right, through its duly authorized agents or representatives to examine and audit all pertinent records at any and all reasonable times for the purpose of determining the accuracy thereof and of the reports required to be made by COMPANY.

ARTICLE XI. INDEMNIFICATION AND INSURANCE

A. Indemnification. COMPANY shall keep and hold the AIRPORT herein and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of the COMPANY, its agents, servants or employees, or arising out of the operations of the COMPANY upon and about the Airport, excepting such liability as may result from the sole negligence of the AIRPORT, its officers, directors, servants, agents or employees; provided, however, that upon filing of any claim with the AIRPORT for damages arising out of incidents for which COMPANY herein agrees to hold AIRPORT harmless, then and in that event the AIRPORT shall notify COMPANY of such claim and COMPANY shall further use legal counsel reasonably acceptable to AIRPORT in carrying out COMPANY's obligations hereunder. Any final judgment rendered against the AIRPORT for any cause for which COMPANY is liable hereunder shall be conclusive against COMPANY as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Agreement.

B. Insurance. COMPANY shall carry during the term of this Agreement the liability insurance coverage with limits of liability as hereinafter stated, but the carrying of such insurance coverage shall not relieve COMPANY of any of its obligations under this Agreement. COMPANY shall, without expense to AIRPORT and upon commencement of the term thereof, obtain and cause to be kept in force liability insurance coverage, insofar as such coverage is available under policies and endorsements thereto approved by the AIRPORT insuring against the liabilities set forth in indemnification paragraph above, such insurance to include by way of example but not by way of limitation, comprehensive general liability coverage and primary automobile liability insurance coverage, and shall not be in not less than that amount hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility, and which are approved by the AIRPORT and licensed, to do business in Mississippi. Such insurance policies shall contain an endorsement providing that the AIRPORT will be given not less than thirty (30) days' notice prior to the cancellation or change of coverage provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement and the insurance carrier shall not avoid liability under such policies by claiming AIRPORT's governmental immunity. COMPANY shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the AIRPORT evidencing such insurance coverage. In the event AIRPORT is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this AGREEMENT, COMPANY shall, within fifteen (15) days prior

to the effective date of such cancellation or change, obtain and provide the AIRPORT with certificates evidencing the re-establishment of the insurance coverage required hereby.

It is specifically understood and agreed that the COMPANY at its sole cost and expense, shall carry and maintain at all times during the performance of this Agreement, the following types of insurance:

- A. Workers' Compensation and Employer's Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Mississippi.
- B. Commercial General Liability insurance coverage shall be provided with limits of no less than \$5,000,000 for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if these coverages apply exclusively to this Agreement. If coverages are for multi-location policy, then said policy will not be restricted by an Aggregate. Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
- C. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all owned, hired, and non-owned automobiles.
- D. Commercial Property insurance coverage in an amount equal to 100% of the value of the improvements (facility) to meet the coinsurance provisions of the policy.

The following shall be named as Additional Insured under all policies of insurance:

The Jackson Municipal Airport Authority
100 International Drive
Jackson, MS 39298-8109

Provided however, such liability insurance coverage shall also extend to damage, destruction, and injury, to AIRPORT or leased property and AIRPORT personnel, and caused by, or resulting from work, acts, operations or omissions of COMPANY, its officers, agents, employees, and independent contractors on the Airport. The AIRPORT shall have no liability for any premiums charged for such coverage, and the inclusion of the AIRPORT as an additional insured is not intended to, and shall not, make the AIRPORT a partner or joint venture with COMPANY in its operations on the Airport.

The following Waiver of Subrogation in favor of the Jackson Municipal Airport Authority shall be added; "COMPANY, its agents, employees and insurer(s) hereby release the Jackson Municipal Airport Authority, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which COMPANY, its agents or insurers may sustain incidental to or in any way related to COMPANY's operation under this Agreement."

ARTICLE XII. NOTICES

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to

AIRPORT:

CHIEF EXECUTIVE OFFICER
JACKSON MUNICIPAL AIRPORT AUTHORITY
100 INTERNATIONAL DRIVE
JACKSON, MS 39298-8109

COMPANY:

NAME AND ADDRESS
CAR RENTAL COMPANY

ARTICLE XIII. NONDISCRIMINATION AND ACDBE REQUIREMENTS

Company for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in or denied the use of said Assigned Premises, (b) that in the construction of any improvements on, over, or under such Assigned Premises and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (C) that Company shall use the Assigned Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, Airport shall have the right to terminate this Agreement and to re-enter and repossess said Assigned Premises and the facilities hereon and hold the same as if said Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

This Agreement is subject to the regulations of the U.S. Department of Transportation, 49 CFR Part 23. The COMPANY agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23.

The COMPANY agrees to include the above statements in any subsequent concession or sub-contractual agreements that it enters and cause those businesses to similarly include the statements in further agreements.

ARTICLE XIV. PERFORMANCE GUARANTEE

Within sixty (60) days after the acceptance of COMPANY'S bid, the COMPANY shall furnish an irrevocable Letter of Credit from a domestic bank or a Performance Bond, the form of which shall be subject to the final approval of the Chief Executive Officer, equal to the Minimum Annual Guarantee for the first year of this Agreement, to guarantee performance of its obligations under the Agreement. A Letter of Credit or a Performance Bond shall be furnished and shall be kept in full force during the term of this Agreement and approved by the AIRPORT. The COMPANY shall submit, no later than thirty (30) days before the end of each Agreement year, a new irrevocable Letter of Credit or Performance Bond in an amount equal to the Minimum Annual Guarantee for that year.

ARTICLE XV. ENVIRONMENTAL CLAUSE

A. COMPANY shall comply, at its own cost and expense with all laws and regulations now existing or hereafter enacted, including but not limited to all Federal laws and any rules and/or regulations promulgated by any department, agency or division thereof, sanitary laws and ordinances, with all rules and requirements of the State Board of Health, and with all other Federal, State, County, and Municipal requirements affecting the use, operation, and cleanliness of the leased premises, and shall comply with all rules and regulations of any local Board of any authorized organization of fire underwriters and of any state authorities relating to safeguarding against fires, and shall in every other regard use and occupy the leased premises in accordance with all applicable rules and regulations of any State, County, and Municipal governmental authorities.

B. COMPANY shall comply with all local, State and Federal environmental laws and regulations. COMPANY assumes all liability for any environmental hazards including fuel leaks, spills, seepage, fires and ground or water contamination, which are created during the term of this Agreement. At the termination of this Agreement, COMPANY must return the Premises to its original state. At AIRPORTS' option, the Premises shall be inspected and approved in writing by an independent geotechnical specialist at COMPANY'S cost and approved by AIRPORT before COMPANY may be released from liability.

C. COMPANY hereby agrees, jointly and severally, unconditionally, absolutely, and irrevocably, to indemnify, defend (with counsel reasonably acceptable to AIRPORT and at COMPANY'S sole cost) and hold harmless AIRPORT, its successors and assigns, and their respective officers, directors, employees, shareholders, agents, and affiliates, against and in respect of:

(1) any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees and expenses) which at any time or from time to time may be suffered or incurred by AIRPORT (or any other person indemnified hereunder) in connection with the breach of the representations, warranties and covenants contained in this Agreement or any representation, covenant and warranties in this Agreement pertaining to pollution, hazardous materials, toxic substances and environmental matters or in connection with any inquiry, charge, claim, cause of action, demand or lien made or arising directly to indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the leased property into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Materials" (as hereinafter defined) including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the "Statutes" (as hereinafter defined), whether now known or unknown, including without limitation:

1(a)(I) any costs, fees or expenses incurred in connection with the removal, encapsulation, or other treatment of Hazardous Material from or on the Property.

1(a)(II) any reasonable attorney's fees and expenses, engineers' fees, and/or charges of any contractor or expert retained or consulted in connection with any inquiry, claim or demand, including without limitation any costs incurred in connection with compliance with such inquiry, claim or demand.

2. any loss, liability, cost, expense, or damage (including, without limitation, reasonable attorneys' fees, and expenses) suffered or incurred by AIRPORT (or any other person indemnified hereunder) as a result of, arising out of or in connection with any failure of the Property to comply with all applicable environmental protection laws, ordinances, rules and regulations, and any litigation, proceeding or governmental investigation relating to such compliance or non-compliance; and

3. any loss, liability, cost, damage, or expense suffered or incurred by AIRPORT (or any other person indemnified hereunder) directly or indirectly arising from any claim, action, demand, cause of action or damage relating to or in connection with any personal injury concerning or relating to the presence of asbestos or other Hazardous Material on the leased Property.

As used herein, "*Hazardous Material*" means and includes, without limitation: (I) "hazardous substances", or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), all as amended and hereafter amended; (II) "hazardous wastes", as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq., as amended and hereafter amended; (III) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substances or material, all as amended or hereafter amended; (IV) petroleum products, including, but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and substances containing hydrocarbons (other than petroleum products which are normally contained in motor vehicles, to the extent that said petroleum products are not released from said motor vehicles; (V) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended (collectively, the "*Statutes*"); (VI) asbestos in any form or condition; and (VII) polychlorinated biphenyls ("*PCB*") or substances or compounds containing PCBs.

4. The provisions of and undertakings and indemnification set out in this indemnity shall continue indefinitely in full force and effect and shall survive the satisfaction, termination, suspension, or closure of this

Agreement, and shall continue to be the personal liability, obligation, and indemnification of the COMPANY, binding upon the COMPANY, jointly and severally, forever.

5. The provisions contained in Article XVI herein shall govern and control over any inconsistent provision of this Agreement, and any other agreement, instrument, or document evidencing or securing the Agreement; including, without limitation, any exculpatory or non-recourse provisions contained in any of the foregoing agreements.

6. If any time or times hereafter AIRPORT employs counsel for advice or other representation (i) with respect to the Indemnity herein, (ii) except as otherwise expressly provided herein, to represent AIRPORT in any litigation, contest, dispute, suit or proceeding (whether instituted by AIRPORT, COMPANY, or any other party) in any way or respect relating to the Indemnity herein (if AIRPORT prevails in the litigation, suit or proceeding in question), or (iii) to enforce COMPANY'S obligations hereunder, then in said event(s), all of the reasonable attorneys' fees and expenses arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by COMPANY to AIRPORT, on demand.

6(a) COMPANY shall notify AIRPORT promptly upon receipt of any inquiry, notice claim, charge, cause of action or demand pertaining to the matters indemnified hereunder, including without limitation any notice of inspection for cause, abatement or non-compliance stating the nature and basis of which inquiry or notification. COMPANY shall immediately deliver to AIRPORT any and all documentation or records as AIRPORT may request in connection with such notice or inquiry and shall keep AIRPORT advised of any subsequent developments.

6(b) AIRPORT shall give written notice to the COMPANY of any claim against AIRPORT which might give rise to a claim by AIRPORT against the COMPANY under this Agreement stating the nature and basis of the claim, the amount thereof and reasonable best estimate of the amount of the COMPANY'S liability to AIRPORT in connection therewith.

6(c) If any action shall be brought against AIRPORT, then after AIRPORT notifies the COMPANY thereof as provided above, defense thereof at the expense of COMPANY with counsel reasonably satisfactory to AIRPORT and to settle and compromise any such claim or action; provided, however, that AIRPORT may elect to be represented by separate counsel, at AIRPORT'S expense, and if AIRPORT so elects, such settlement or compromise shall be effected only with the consent of AIRPORT, which consent shall not be withheld or delayed if the settlement or compromise does not impose any liability on AIRPORT or any other party indemnified hereunder and shall not otherwise be unreasonably withheld or delayed.

7. Except in the event any failure, delayed, act or omission is the result of AIRPORT'S willful misconduct or gross negligence, and then only to the extent COMPANY is prejudiced thereby, COMPANY'S obligations hereunder shall in no way, manner or respect be impaired, affected, reduced, or released by reason of any act or omission of AIRPORT in connection with any notice, demand, warning or claim regarding Hazardous Materials on the leased Property. Notwithstanding anything to the contrary contained in the indemnity herein, the indemnifications set forth herein shall not be applicable to any loss, liability, cost, injury, expense, or damage arising solely out the gross negligence or willful misconduct of AIRPORT.

8. The Indemnity herein shall be continuing, irrevocable and binding on the COMPANY, jointly and severally, and its respective successors and assigns and shall inure to the benefit of AIRPORT and AIRPORT'S successors and assigns. COMPANY'S obligations hereunder may not be assigned. The dissolution of the COMPANY shall not affect this Agreement or any of COMPANY'S obligations hereunder.

9. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally serviced, telecopied or sent by overnight courier or U.S. Mail and shall be deemed given: (ie) if served in person, when served; if telecopied, on the date of transmission if before 3:00 p.m. (Central Time); provided that a hard copy of such notice is also sent, if by overnight courier, on the first business day after delivery to the courier; or if by U.S. Mail, on the fourth (4th) day after deposit in the

mail postage prepared, certified mail, return receipt requested or to any party at such other addresses as such party may designate in a written notice to the other party given in the manner specified herein.

To AIRPORT: Chief Executive Officer
Jackson Municipal Airport Authority
100 International Drive
Jackson, MS 39298-8109

ARTICLE XVII. MISCELLANEOUS

COMPANY will comply with all applicable sections of Public Law 101-336, commonly known as the Americans with Disabilities Act.

COMPANY agrees the authority has the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstruction, together with the right to prevent COMPANY from erecting, or permitting to be erected, any buildings or any other structure on the AIRPORT which, in the opinion of AIRPORT would limit the usefulness of the AIRPORT on constitute a hazard to aircraft.

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

AIRPORT reserves the right to further develop and improve the landing area of the AIRPORT as it sees fit, regardless of the desires or view of the COMPANY, and without any interference or hindrance whatsoever.

The rights granted hereunder are expressly limited to the construction, development, maintenance, and operation of the Car Rental Concession pursuant to the terms of this Agreement, and nothing contained herein shall be construed to give COMPANY any rights in any future expansion, renovation, or relocation of the AIRPORT or Terminal.

AIRPORT reserves the right, but shall not be obligated to COMPANY, to maintain and keep in repair the landing area of the AIRPORT and all publicly owned facilities of the AIRPORT, together with the right to direct and control all activities of COMPANY in this regard.

The right to conduct car rental activities for furnishing services to the public is granted the COMPANY subject to COMPANY furnishing said service on a fair, equal and not unjustly discriminatory basis to all users thereof.

The right to conduct car rental activities for furnishing services to be public is granted the COMPANY subject to COMPANY charging fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that the COMPANY may be allowed to make reasonable and nondiscriminatory discounts, rebated or other similar types of price reduction to volume purchasers.

It is clearly understood and agreed by the COMPANY that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating rental cars on the AIRPORT from performing any services on its own rental cars with its own regular employees (including, but not limited to, maintenance and repairs) that it may choose to perform.

AIRPORT shall not be responsible or liable to COMPANY for any claims for compensation or any losses, damages, or injury sustained by COMPANY resulting from (1) cessation for any reason of air carrier operations at the Terminal, or (2) diversion of passenger traffic to any other facility, or (3) reduction in COMPANY's sales or profits due to AIRPORT's renovation or relocation of the terminal at any time.

Notwithstanding anything to the contrary herein, COMPANY shall not use or permit the use of the Leased Premises or the AIRPORT for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Assigned Premises or the AIRPORT or COMPANY.

The failure of AIRPORT to insist on a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that AIRPORT may have for any subsequent breach, default, or non-performance, and AIRPORT's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the AIRPORT acquired the land or improvements thereon, of which said Assigned premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. COMPANY understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between AIRPORT and the United States of America, or any of its agencies, relative to the operation or maintenance of the AIRPORT, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the AIRPORT.

Nothing in this Agreement shall be construed to waive or limit AIRPORT's governmental authority as a political subdivision of the State of Mississippi to regulate COMPANY or its operations.

The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

To the extent allowed by law, the venue for any action arising from this Agreement shall be in the District Court of the County of Jackson, Mississippi. This Agreement shall be governed by and in accordance with the laws of the State of Mississippi.

If an attorney is employed to enforce or protect any claim of AIRPORT arising from this Lease/Concession Agreement, the COMPANY shall pay, to the AIRPORT as the fee of that attorney, an additional sum amounting to twenty-five (25%) per cent of the amount of the claim, or, if the claim is not for money, then such sum as will constitute a reasonable attorney's fee, together with all costs, charges and expenses.

The authorized employees and representatives of the AIRPORT and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right of access to the Leased Premises at all reasonable times for the purpose of inspections for compliance with the provisions of this Agreement.

The headings of the various articles and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

The terms, conditions and covenants of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their successors, assignees, and sub-lessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

The parties expressly agree that time is of the essence in this Agreement and the failure by COMPANY to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of AIRPORT without liability, in addition to any other rights or remedies, relieve AIRPORT of any obligation to accept such performance.

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

AIRPORT reserves the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstruction, together with the right to prevent COMPANY from erecting, or permitting to be erected, any building or any other structure on the AIRPORT which, in the opinion of AIRPORT would limit the usefulness of the AIRPORT or constitute a hazard to aircraft.

Anti-Kickback

The COMPANY shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all contracts to ensure compliance with such regulations and laws.

IN WITNESS WHEREOF, the parties hereto have caused these presents required by law.

Witness:

AIRPORT:

JACKSON MUNICIPAL AIRPORT AUTHORITY

BY: _____

Chief Executive Officer

Witness:

COMPANY:

Car Rental Name

Signature

VI. EXHIBITS

Exhibit A: Counter / Office Areas

Exhibit B: Ready Car parking

EXHIBIT A

COUNTER AND SPACE

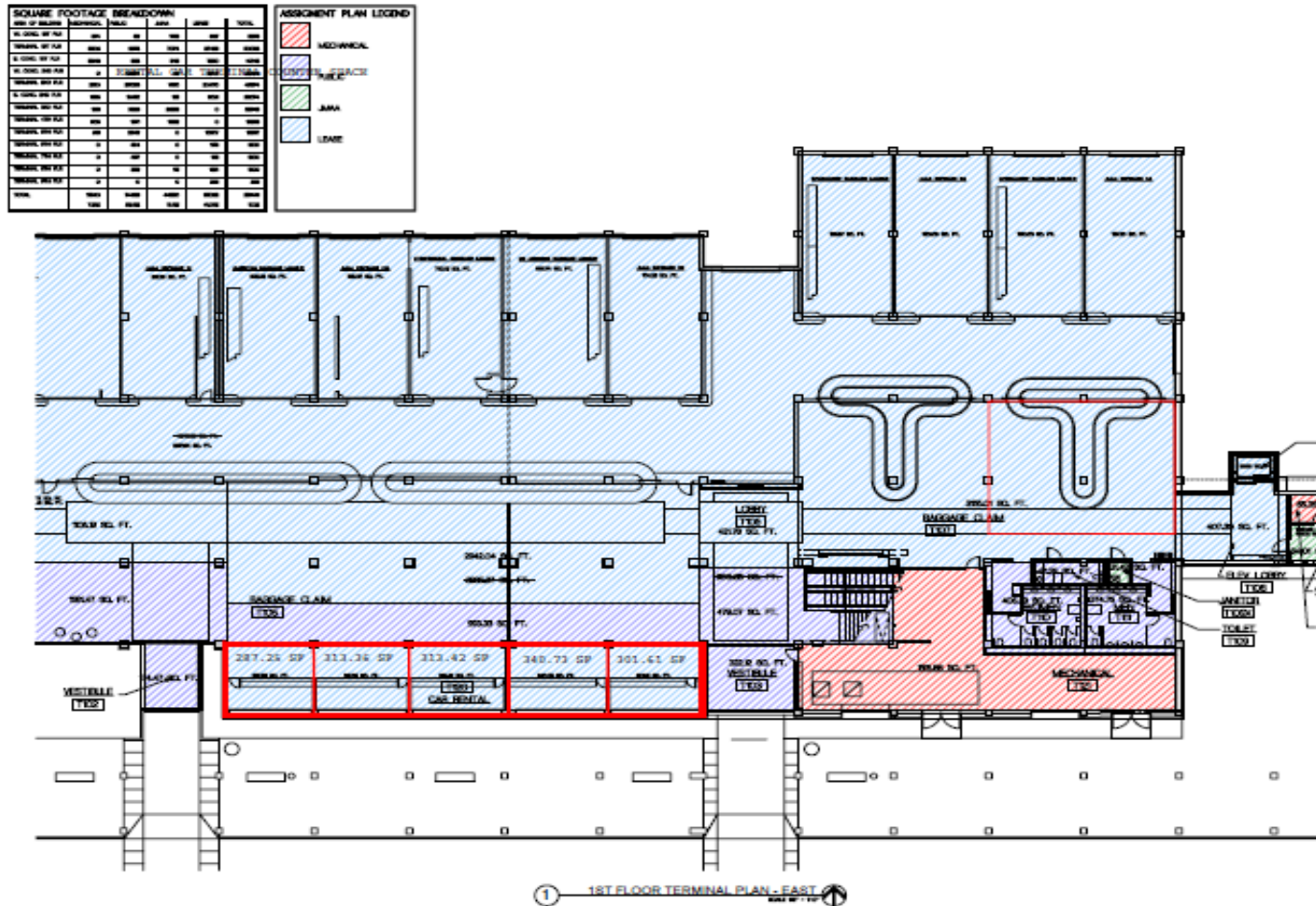


EXHIBIT B READY CAR PARKING LOT

