

**FLORENCE REGIONAL AIRPORT
PEE DEE REGIONAL AIRPORT AUTHORITY
PEE DEE REGIONAL AIRPORT DISTRICT
SOLICIATION OF BIDS
AUTOMOBILE RENTAL CONCESSIONS**

I. NOTICE AND INVITATION TO BID

Notice is hereby given that the Pee Dee Regional Airport Authority, hereinafter referred to as “Authority”, is inviting sealed Bids from interested and qualified parties for automobile rental concessions, for a period of two (2) years at Florence Regional Airport. The sealed bids will be received at the office of the Executive Director, Florence Regional Airport, 2100 Terminal Drive, Florence, South Carolina 29506 until 2:00 p.m. local time on November 30, 2022, which time the Bids will be publicly opened and taken under consideration. After completion of a review process the Authority proposes to award up to three (3) automobile rental concessions to the Bidders who in the judgment of the Authority will provide the best combination of service to the public and compensation to the Authority for the privileges and rights to be granted pursuant to the terms of the Concession Agreement to be entered into between the Authority and the successful Bidders.

The Solicitation of Bids including the Bid Form, Specimen Concession Agreement, Specimen Service Facility Agreement, and other Contract Documents may be obtained by prospective Bidders at the office of the Executive Director, Florence Regional Airport, by written request directed to the Executive Director, Florence Regional Airport, 2100 Terminal Drive, Florence, South Carolina 29506 or by calling (843) 669-5001.

The Authority reserves the right to reject any and all Bids, or to accept any Bid which is deemed to be more advantageous to the public and to the Authority. Each Bid shall be accompanied by a certified cashiers check on a solvent bank or bid bond payable to “Pee Dee Regional Airport Authority,” in the amount of Five Thousand and No/100 Dollars (\$5,000.00). Said check or bid bond shall be given as security to guarantee that the Bid

will not be withdrawn for a period of 90 days following its submission, and if the Bid is accepted by the Authority that the Bidder will enter into a Concession Agreement and Service Facility Agreement and provide the required payment guarantee.

It is the intent and obligation of the Authority to ensure that Disadvantage Business Enterprises (“DBEs”), as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in airport concessions.

All Bids shall become the property of the Authority and will not be returned to Bidders unless a written request to withdraw is received prior to 2:00 p.m. local time on November 30, 2022.

BY ORDER OF THE PEE DEE REGIONAL AIRPORT AUTHORITY

Connie Anderson, Executive Director

II. DEFINITIONS

The following words, terms and phrases, whenever used in this Solicitation of Bids (“Solicitation”), shall have the meanings respectively ascribed to them in this Section, unless a different meaning for those defined terms and phrases is set forth in the Specimen Concession Agreement and Specimen Service Facility Agreement attached as exhibits hereto, in which case the more restrictive meaning shall apply. The following definitions shall be equally applicable to both the singular and plural forms of any of the terms defined below:

2.01 **“Addendum”** shall mean any interpretation, revision or addition to the Bid Form which may be issued in the form of a written addendum by the Authority.

2.02 **“Authority”** shall mean the Pee Dee Regional Airport Authority.

2.03 **“Bid”** shall mean the submittal by a Bidder or the Bid Form, the Bid Guaranty in the form required pursuant to Section IV hereof, and any other required Contract Documents in a manner and at a time and place pursuant to this Solicitation.

2.04 **“Bid Closing Time”** shall mean the time and date established hereunder, after which no Bid will be accepted.

- 2.05 “**Bidder**” shall mean an automobile rental company which has submitted an acceptable Bid pursuant to this Solicitation.
- 2.06 “**Concession**” shall mean an automobile rental concession awarded by the Authority pursuant to this Solicitation.
- 2.07 “**Concession Agreement**” shall mean the automobile rental concession agreement entered into by and between a successful Bidder and the Authority upon the award of a Concession in accordance with this Solicitation. The Term of the Concession Agreement shall be a period of two years commencing on January 1, 2023 and expiring December 31, 2024 subject to the terms and conditions of the Concession Agreement. A specimen Concession Agreement is attached hereto as **Exhibit “F”** (“Specimen Concession Agreement”).
- 2.08 “**Concession Premises**” shall mean the Counter Space and Ready/Return Lot parking spaces assigned to Concessionaire by the Concession Agreement as the place or places where the Concession may be conducted pursuant to the Concession Agreement.
- 2.09 “**Concessionaire**” shall mean a Bidder awarded a Concession by the Authority pursuant to this Solicitation. A Concessionaire may be one of the Incumbent Concessionaires.

- 2.10 **“Contract Documents”** shall mean this Solicitation, the Bid Form, Specimen Concession Agreement, Specimen Service Facility Agreement and all related documents.
- 2.11 **“Contract Facility Charge or “CFC”** shall mean the fee which may be imposed by the Authority for the purpose of recovering the costs associated with improvements which may be made by the Authority to the rental car facilities at the Airport which fee shall be payable by each customer entering into the rental contracts with Concessionaire. Said improvements may be made by the Authority in its sole discretion and may include the improvements of the Service Facilities thereon. The date imposition, method of calculation and the resulting amount of any CFC shall be determined by the Authority in its sole discretion.
- 2.12 **“Contract Year”** shall mean each 12 month period during the Term of Concession Agreement commencing on January 1 and ending on December 31st.
- 2.13 **“Counter Space”** shall mean existing rental car counter space and office space in the Airport’s terminal building, as depicted on **Exhibit “H”** attached hereto.
- 2.14 **“Executive Director”** shall mean the individual appointed by the Authority to manage the daily operation of the Airport.

2.15 **“Existing Concession Agreement”** shall mean those agreements by and between the Authority and the Incumbent Concessionaires having a term that expires December 31, 2022 which provide for the operation of an automobile rental concession at the Airport.

2.16 **“Gross Revenue”** shall mean the total sum of money paid or payable to the Concessionaire for or in connection with the use of any vehicle which was either contracted for by the customer who shall have arrived at the Airport by aircraft within twenty-four (24) hours prior to picking up the rental vehicle, contracted for by the customer while at the Airport, delivered to the customer at the Airport, or rented by the customer at the Airport, regardless of where payment is made or where the vehicle is returned, and regardless of whether Concessionaire actually collects the amounts so payable by the customer, except only as hereinafter specifically excluded. Gross Revenue shall include all monies or other consideration of whatsoever nature paid or payable to Concessionaire by customers for all sales made and services performed for cash or credit in connection with automobile and vehicle rentals or other products or services provided to person through Concessionaire’s operations at the Airport, without regard to ownership, area fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to Concessionaire’s customers and without regard to whether the vehicles or other products are returned to the Airport or some other location.

Without limiting the generality of the foregoing definition, Gross Revenue specifically shall include all of the following:

- A. Net fees generated from the rental or sale of mobile telephones, computerized navigation and similar services of whatsoever nature now or hereafter, such net fees to be determined as the difference between actual rental or selling price to customers and actual cost to Concessionaire for the purchase of said services;
- B. Fees generated from contractual services provided by Concessionaire to other airport concessionaires, users or third parties;
- C. Fee for the rental of child/infant car seats or restraints, ski racks, bicycle racks, recreational gear including bikes, ski equipment, boating equipment, fishing tackle, golf clubs, and personal computers, facsimile machines, and other vehicle accessories or services of whatsoever nature offered to customers now or hereafter; and
- D. All amounts net of customer discounts if said discounts are itemized on the customer rental agreement contract paid or payable for a vehicle originally rented at the Airport even if the rental agreement for such vehicle may have been renewed at another location.

Only the following items, set forth in subparagraphs A through F below, shall be permitted as exclusions from Gross Revenues provide that such items are segregated by rental agreement contract number:

- A. Federal, state, county, city or municipal sales, use or excise taxes now in effect or hereinafter levied on Concessionaire's operations which are separately stated and collected from customers of Concessionaire;
- B. Any amounts received by Concessionaire and conveyed to the Authority as a Contract Facility Charge;
- C. Amounts received as insurance proceeds or otherwise for damages to vehicles or other property of Concessionaire;
- D. Amount received by Concessionaire from the disposal of Concessionaire's owned equipment or vehicles;
- E. Any charges collected from customers for refueling (customer option or purchase) an automobile rented pursuant to a rental agreement under which the customer is obligate to return the automobile with the same amount of gasoline furnished upon rental; and
- F. All amounts paid or payable to Concessionaire by its customers for acceptance of a collision damage waiver ("CDW"), a loss damage waiver ("LDW"), or insurance including personal effects coverage ("PEC"), cargo, life insurance, supplemental liability insurance,

safe trip insurance, extended protection, or other insurance offered to customers now or hereafter.

- 2.17 **“Incumbent Concessionaire”** shall mean an automobile rental company currently operating an automobile rental concession at the Airport pursuant to an Existing Concession Agreement.
- 2.18 **“Minimum Annual Guarantee”** shall mean the amount by the Bidder for each Contract Year, which amount also constitutes the minimum amount of annual rental to be paid by Bidder for the concession rights granted to the Bidder by the Authority.
- 2.19 **“New Service Facility”** shall mean one of the new facilities which may be constructed by the Authority at a new service facility area during the term of the Concession Agreement. If New Service Facilities are constructed during the Term of the Concession Agreement, Concessionaire will be required to vacate its Existing Service Facility and lease and occupy one of such New Service Facilities upon the terms and conditions substantially as set forth in the Contract Documents.
- 2.20 **“Pre-Bid Conference”** shall mean a meeting by representatives of potential Bidders and the Authority to be held in a location and at a time and date established hereunder.

- 2.21 **“Principal”** shall mean a person or firm named in a Bid as principal or officer and having an interest in a Bid, the Concession Agreement or the Service Facility Agreement to be entered into and executed by the Bidder.
- 2.22 **“Ready/Return Lot”** shall mean the automobile rental ready/return parking lot which comprises 102 parking spaces located in front of the Airport’s passenger terminal building, as depicted on Exhibit “B” of the Specimen Concession Agreement attached hereto.
- 2.23 **“Service Facility”** shall mean an existing rental car service facility located on the Airport, as depicted on Exhibit “I” attached hereto.
- 2.24 **“Service Facility Area”** shall mean the land area which the Incumbent Concessionaires currently occupy for the maintenance and/or storage of its rental automobiles. All Service Facility Areas except the one currently occupied by the Hertz Corporation currently have Service Facilities.
- 2.25 **“Service Facility Agreement”** shall mean a lease agreement covering the use and occupancy of one of the Existing Service Facilities to be entered into by and between the successful Bidder and the Authority upon the award of a Concession in accordance with this Solicitation. The Term of the Service Facility Agreement shall be for period coinciding with the

Term of the Concession Agreement to be awarded concurrently to the successful Bidder. A specimen Service Facility Agreement is attached hereto as **Exhibit “G”**.

2.26 **“Solicitation”** shall mean this Solicitation of Bids.

2.27 **“Structure”** shall included pavement, gravel, buildings, storage facilities, above or below grade, or any other item installed by or at the direction of the Authority or any Lessee, which does not naturally occur upon the land.

2.28 **“Total Minimum Guarantee”** shall mean the sum of the present value of the Minimum Annual Guarantee amounts Bid to be paid by Bidder to the Authority to operate a Concession at the Airport. In determining the Total Minimum Guarantee, the Minimum Annual Guarantee Bid for each Contract Year shall be adjusted to present value by discounting the amount so guaranteed at a rate of six percent (6%) per annum as shown on the Bid Form attached hereto as **Exhibit “A”** of this Solicitation.

III. BACKGROUND

3.01 Existing Automobile Rental Concessions

The Authority is the owner and operator of the Airport. Automobile rental services are currently provided at the Airport by two (2) Incumbent Concessionaires pursuant to the Existing Concession Agreements which expire on **December 31, 2022**. The Incumbent Concessionaires operate under the names of Avis Rent-A-Car System and Enterprise Car Rental Systems, Inc.

Each Incumbent Concessionaire operates from a Counter Space and from parking spaces in the Ready/Return Lot. Each Incumbent Concessionaires operates a Service Facility Area located on the Airport of their rental care business. Avis Rent-A-Car System, and Enterprise Rental Systems, Inc. each occupy and use one of the three (3) existing Service Facilities in support of their automobile rental service. Each Service Facility Area and the Structure thereon are owned by the Authority.

3.02 New Automobile Rental Concessions

The Authority intends to select up to three (3) Concessionaires to operate Concessions at the Airport pursuant to procedures set forth in this Solicitation. Each Concessionaire will be awarded a Counter Space and parking spaces in the Ready/Return Lot. The location of the Counter Space and the number of Ready/Return parking spaces equally awarded. See Section IV, hereof, for more details on the assignment of Counter Spaces and parking spaces in the Ready/Return Lot.

During each Contract Year Concessionaire shall pay a rental for the Concession an amount equal to the greater of ten percent (10%) of its Gross Revenue or the amount of its Minimum Annual Guarantee Bid for such Contract Year. Concession rental shall be paid monthly in installments equal to the greater of ten percent (10%) of its Gross Revenue for such month or one-twelfth (1/12) of the amount of its Minimum Annual Guarantee for the Contract Year in which such month occurs.

For each Contract Year of the Concession Agreement each Concessionaire shall also pay a rental on it Counter Space at a rate of **\$30.25** per square foot.

See Article IV of the Specimen Concession Agreement attached as **Exhibit “F”** hereof for more detail on the rental provisions regarding Counter Spaces and Ready/Return Lot parking spaces.

3.03 Contract Facility Charge (CFC)

The Authority reserves the right to impose a Contract Facility Charge for the purpose of recovering any costs that may be associated with any additions, changes or improvements which may be made by the Authority to the Concession Premises at the Airport, including the costs of planning, designing, and financing the construction of new service facility areas and/or New Service Facilities. The date of imposition, method of calculating such Contract Facilities Charge and the amount of the Contract Facility Charge, if any, shall be determined by the Authority in its sole discretion. See Article IV of the Specimen Concession Agreement attached as Exhibit “F” hereto for more detail regarding the Contract Facility Charge.

3.04 Rental Car Service Facility

Upon the award of a Concession, each Concessionaire will be required to lease and operate from one of the three (3) existing Service Facility Areas. Each Incumbent Concessionaire which becomes a Concessionaire pursuant to this Solicitation shall remain in the Service Facility Area that it currently occupies. Each of the three successful Concessionaires shall be required to execute a Service Facility Agreement in the form set forth in Exhibit “G” hereof containing the terms and conditions of its occupancy and use thereof.

Should any of the Incumbent Concessionaires not become a Concessionaire pursuant to this Solicitation, the such Incumbent Concessionaires shall promptly vacate the Service Facility Area which it presently occupies. The vacated Service Facility Area shall thereupon be assigned to Concessionaires that are Incumbent Concessionaires in accordance with their choice determined in descending order of the Total Minimum Guarantee Bid by each. Each such Concessionaire will also be required to execute a Service Facility Agreement of the form set forth in **Exhibit “G”** hereof containing the terms and conditions of its use and occupancy of the chosen or otherwise assigned Service Facility Area.

Each Concessionaire shall pay the Authority, for its use and occupancy of its Service Facility Area, an annual ground rental in the amount of \$0.30 for each square foot of land for each Contract Year during the term of its Service Facility Agreement.

Each Concessionaire occupying a Service Facility shall also pay an annual improvement rental in the amount of \$5.25 per square foot of enclosed and/or covered space of its Service Facility for each Contract Year during the Term of its Service Facility Agreement.

3.05 Airport Information

The Airport is located in the city of Florence which is located in the eastern portion of the State of South Carolina. The Airport's primary air service area comprises three counties (Dillon, Florence, and Marion) located within the Pee Dee Region of South Carolina and currently serves approximately 42,000 passenger (enplaned and deplaned) annually.

The following sets forth the Airport's historical deplanements for the past five years:

Fiscal Year <u>Ending Dec 31</u>	Total <u>Deplanements</u>
2021	21,622
2020	13,194
2019	42,146
2018	42,062
2017	41,488

[Source: Pee Dee Regional Airport Authority]

Historical concession revenues reported to the Authority from Incumbent Concessionaires for the past 5 Years are as follows:

Fiscal Year <u>Ending June 30</u>	Revenues from Automobile Rental <u>Concessions</u>
2021	1,932,020
2020	1,488,690
2019	2,990,589
2018	3,072,615
2017	2,807,124

[Source: Florence Regional Airport Authority]

3.06 Background is Context Only

This background section is provided to set the context in which the Authority intends to select Concessionaires. The details of the bid process, the Concessionaire selection process, the Concession Agreement and Service Facility Agreement, as specimens, are set forth with particularity in following sections of the Solicitation and the Exhibits hereto. This Solicitation

contains detailed instruction to guide bidders in conforming to the Solicitation requirements and selection process, thus. Bidders must refer to and be familiar with the entirety of this Solicitation and the Exhibits hereto.

IV. INSTRUCTIONS TO BIDDERS & SOLICITATION REQUIREMENTS

Concessions will be awarded and Bidders are requested to submit Bids under the following guidelines, limitations, terms and conditions:

4.01 Important Dates

- | | |
|--------------------------------------|--|
| A. Pre-Bid Conference | Wednesday, November 16, 2022
1:00 PM Local Time |
| B. Last Date for Bid Withdrawal | Wednesday, November 30, 2022
2:00 PM Local Time |
| C. Bid Closing Time | Wednesday, November 30, 2022
2:00 PM Local Time |
| D. Anticipated Concession Award Date | Wednesday, December 14, 2022 |
| E. Commencement Date | Sunday, January 1, 2023 |

4.02 Selection Criterion

Up to three (3) Concessions will be awarded to unrelated financially responsible Bidders. Each must demonstrate, in the form of the Qualification Form attached as **Exhibit "B"** to this

Solicitation, adequate qualifications to operate an automobile rental business in a passenger airport environment. If the Bidder is a joint venture or partnership the Qualification Form must be submitted separately for each participant in the joint venture or partnership except that the submission of financial information may be limited to the assets of the joint venture or partnership, if so indicated in the discretion of the Bidder.

The principal criterion for selection of successful Bidders will be the amount of the Total Minimum Guarantee, as that term is defined herein. No bid will be considered in which the Minimum Annual Guarantee is less than \$40,000 for any Contract Year. The Authority reserves the right, in its sole discretion, to reject any or all Bids if the Total Minimum Guarantee to be generated as a result of any or all such Bids are deemed by the Authority to be insufficient.

If two or more qualified Bidders submit Bids with identical Total Minimum Guarantees and the circumstances are such that the Authority intends to award a Concession to fewer than all of such Bidders, the choice shall be made by drawing lots.

Each Concessionaire will be award one of the existing Counter Space positions in the Terminal Building. The Authority does not anticipate making any improvement to the Counter Space during the term of the Concession Agreement.

4.03 Concession Agreement

Each Concessionaire pursuant to this Solicitation will be required to enter into a two (2) year Concession Agreement substantially in the form of the Specimen Concession Agreement attached as **Exhibit “F”** to this Solicitation. Each Bidder should read the Specimen Concession Agreement thoroughly and fully inform itself of the rights and obligations contained therein.

4.04 Service Facility Agreement

Concessionaires that are Incumbent Concessionaires will be assigned the Service Facility Area and any Service Facility located thereon as they presently occupy and will be require

to execute a Service Facility Agreement of the form set forth in **Exhibit “G”** hereof. Concessionaires which are not Incumbent Concessionaires will be assigned a Service Facility based on the such Concessionaires’ preference, ranked in descending order of the Total Minimum Guarantee Bid by each. Such Concessionaires will also be required to execute a Service Facility Agreement in the form set forth in **Exhibit “G”** hereto.

4.05 Time and Place to Submit Bids

Attached as **Exhibit “A”** is the Bid Form, as **Exhibit “B”** is the Qualification Form, as **Exhibit “C”** is the Acknowledgment of Bidder, and as **Exhibit “D”** is the Bid Bond Form, all of which must be completed and received at the Office of the Executive Director, Florence Regional Airport, 2100 Terminal Drive, Florence, South Carolina 29506, no later than 2:00 p.m. local time on November 30, 2022, at which time and location all Bids will be publicly opened and the amount of the Total Minimum Guarantees Bid by all Bidders read aloud.

4.06 Pre-Bid Conference

A Pre-Bid Conference will be held at the Airport at 2:00 p.m. local time on November 16, 2022. The Pre-Bid Conference will include a review of the Contract Documents, a question-and-answer period and a familiarization site visit. Parties interested in submitting Bids are encouraged to attend this conference.

4.07 Bid Scope and Form

Bids submitted pursuant to this Solicitation shall be sealed, with the envelope or cover entitled “**BID FOR AUTOMOBILE RENTAL CONCESSION**”, together with Bidder’s name and return address. All Bids and all Contract Documents will be property of the Pee Dee Regional Airport Authority and shall not be returned unless a written request to withdraw is received prior to 2:00 p.m. local time on November 30, 2022.

The Bid must be submitted on an exact reproduction of the Bid Form attached hereto as **Exhibit “A”**, including any revised or additional Bid Forms supplied by Addenda which may be issued. Enclosed with the Bid shall be submitted the Bid Guaranty, as specified in

Section 4.08 of this Solicitation. In submitting the Bid Form, the Bidder should note that distinctions are made in the form of execution and supporting information required, depending upon whether the Bidder is an individual, partnership, joint venture, limited liability company or corporation. The Bidder in supplying the information required must execute the appropriate form according to the type of business form Bidder has adopted.

Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives.

4.08 Bid Guaranty

Each Bid must be accompanied by a Bid Guaranty made payable to the Pee Dee Regional Airport Authority, in the form of a cashier's check or Bid Bond identical to the form attached hereto as **Exhibit "D"**, duly executed by the Bidder as Principal and having surety thereon a surety company satisfactory to the Authority. The Bid Guaranty so furnished shall be in the amount of five thousand (\$5,000) dollars. Such cashiers' check or Bid Bond shall be submitted with the understanding that it shall guarantee that:

- i. the Bid will not be withdrawn for a period of ninety (90) days after the scheduled Bid Closing Time for the receipt of Bids specified in Section 4.01 of this Solicitation;

- ii. within thirty (30) days of notification by the Authority of submission of a successful Bid, Bidder will properly execute the Concession Agreement and deliver it to the Office of the Executive Director;
- iii. within thirty (30) days of notification by the Authority of submission of a successful Bid, Bidder will properly execute the Service Facility Agreement and deliver it to the Office of the Executive Director; and
- iv. within thirty (30) days of notification by the Authority of submission of a successful Bid, Bidder will furnish a Performance and Payment Bond as specified in Section 4.10 hereof and in the form identified in **Exhibit “E”** of this Solicitation.

4.09 **Withdrawal of Bid**

No Bid may be withdrawn after it is filed unless the Bidder makes request by letter or telegram, and such request is received prior to the Bid Closing Time. No Bid may be withdrawn after the scheduled Bid Closing Time for a period of ninety (90) days. The Authority reserves the right to reject any or all Bids.

4.10 **Guaranty of Faithful Performance**

The successful Bidder must furnish and keep in force throughout the term of the Agreement as a performance guaranty, either a Performance and Payment Bond in the form of **Exhibit “E,”** (“Performance Bond”) duly executed by the Bidder as Principal and having as surety thereon a surety company satisfactory to the Authority, or at Concessionaire’s option, in lieu of a

Performance Bond, an irrevocable standby letter of credit (“Letter of Credit”) in the form of **Exhibit “E-1”** hereto and issued by a bank acceptable to the Authority. The Performance Bond of Letter of Credit (“Performance Guaranty”) shall be in an amount equal to fifty (50%) percent of the Minimum Annual Guarantee set forth in Section 4.01 of the Concession Agreement payable in the first year of the Concession Agreement and shall act to guarantee that the Bidder will fulfill all terms and conditions of such Agreement. Said Performance Guaranty shall be renewed annually and increased or decreased as necessary so that it will continue to be in the amount of fifty (50%) percent of the Minimum Annual Guarantee payable in each subsequent year under the Concession Agreement.

4.11 Acknowledgment

Bidders shall thoroughly examine and become familiar with this Solicitation, the Bid Form, Specimen Concession Agreement, the Specimen Service Facility Agreement and all related documents comprising the Contract Documents. Submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with all Contract Documents. The failure or the neglect of a Bidder to receive or examine any Contract Documents shall in no way relieve Bidder from any obligation with respect to the Bid or the obligations that result from making a successful Bid. No claim based upon lack of knowledge or understanding of any Contract Documents, or its contents shall be allowed.

4.12 Addenda

Every request for interpretation as to the meaning of any provision of any Contract Documents shall be made (i) either at the Pre-Bid Conference described in Section 4.06 hereof, or (ii) in writing and delivered to the Office of the Executive Director, Florence Regional Airport, 2100 Terminal Drive, Florence, South Carolina 29506 and must be received nine (9) calendar days or more prior to Bid Closing Time.

Every interpretation made to Bidder will be made in the form of a written Addendum which if issued will be sent by facsimile transmission or certified mail to all parties to whom the Solicitation has been issued, but not later than five (5) calendar days prior to the date fixed for the Bid Closing Time. If any Bidder fails to acknowledge receipt of any such Addendum indicated in the Bid Form, the Bid will nevertheless be constructed as though the Addendum had been received and acknowledged and submission or correction, stated in a written Addendum shall be official. **THE AUTHORITY WILL NOT BE RESPONSIBLE FOR ANY ORAL ADDENDA OR REPRESENTATIONS.**

4.13 Award of Concession

Successful Bidder will be given written notice by certified mail that they will be awarded a Concession, and such notice shall state the date it is mailed. The notice of award will be accompanied by a Concession Agreement and Service Facility Agreement for execution by the Bidder. Within thirty (30) days of the date of mailing stated in such notice, every successful

Bidder must deliver the Concession Agreement, Service Facility Agreement and the Performance and Payment Bond referred to in Section 4.10 of this Solicitation to the Authority by delivering them properly executed to the Office of the Executive Director. All such documents must be accompanied by proof satisfactory to the Authority of their proper execution. The Concession Agreement and Service Facility Agreement shall not be binding upon the Authority until the documents have been approved by the Authority and such Concession Agreement and Service Facility Agreement have been signed by the Authority Chairman and delivered to the successful Bidder. Until the documents have been so executed and delivered, no Bidder shall have a vested right to be awarded a Concession and the Authority shall have no obligation hereunder and shall be entitled to amend or abandon any relationship contemplated by any of the Contract Documents. The Authority reserves the right to cancel the award of any Concession without liability to the Authority, except for the return of the Bid Guaranty to the Bidders, at any time before the aforesaid approval by the Authority and the execution and delivery of Contract Documents by the Authority Chairman pursuant thereto.

4.14 Annulment of Award

Failure on the part of any successful Bidder to comply with the requirements of the foregoing within the time specified shall in the sole discretion of the Authority be just cause for the annulment of any award to such Bidder and the forfeiture of Bidder's Bid Guaranty to the Authority as liquidated damages for the loss sustained by the Authority as a result of Bidder's failure. In such event the Authority may elect either to accept another Bid or to reject all other pending Bids with respect to which a Concession has not been then awarded.

4.15 Rejected Bids

The Authority will return or release all unsuccessful Bidder's Bid Guaranty within thirty (30) days after all of the Concessions to be awarded have been finalized.

4.16 Attorney-In-Fact

Any party signing as attorney-in-fact on either the Bid Bond or the Performance and Payment Bond required herein must file a certified copy of his power of attorney with the bond. All bonds must be counter signed by a resident State of South Carolina agent of the surety with proof of agency attached.

4.17 Disqualification of Bids

Without in any way limiting the Authority's right in its discretion to reject any or all Bids, Bidders are advised that any of the following may be considered as sufficient cause for the disqualification of a Bidder and the rejection of a Bid:

- i. submission of more than one Bid hereunder by an individual, joint venture, partnership, limited liability company or a corporation under the same or different names. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
 - ii. evidence of collusion among Bidders;
 - iii. the Bidder being in arrears on any existing contract with the Authority
 - iv. the Bidder being in litigation with the Authority
 - v. the Bidder having defaulted on a previous contract with the Authority;
- or

- vi. any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.

4.18 Irregularities

Bids will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

4.19 Waiver

The Authority in its sole discretion reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to further negotiate any Bids.