



JEFFERSON COUNTY, TEXAS

PURCHASING DIVISION

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO BID

Bid Number: IFB 09-061KJS

Bid Title: Automobile Rental Concessions

Bid Due: March 9, 2009

Addendum No.: 4

Issued (Date): March 19, 2009

TO BIDDER: This Addendum is an integral part of the bid package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire bid package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed bid proposal.** If the Bid Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the Bid Title, Bid Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Strike second to last sentence in paragraph 1.13; Change Notary on page 40 to 2009 from 2006; Change Article I in concessions agreement to read (The contract commences _____, 2009 and terminates _____ 36 months after the commencement date.)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

Title of Person Signing Above

Typed Name of Business or Individual

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

February 17, 2009

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 09-061/ KJS. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom on March 9, 2009 at 11:00AM. Bidders are invited to attend the sealed bid opening.

**BID NAME: AUTOMOBILE RENTAL CONCESSION
AT THE SOUTHEAST TEXAS REGIONAL AIRPORT**
BID NO: IFB 09- 061/ KJS
DUE DATE/TIME: 11:00 AM, March 9, 2009
**MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

There will be a mandatory pre-bid meeting on February 26, 2009, at 10:00am, at the Southeast Texas Regional Airport Administration office, located at 4875 Parker Drive, Beaumont, Texas 77705.

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint circular stamp that appears to be the official seal of the County Purchasing Agent.

Deborah Clark
County Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – February 18, 2009 and February 26, 2009.
Port Arthur News – February 18, 2009 and February 26, 2009

NOTICE TO BIDDERS

IFB 09-061/KJS

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

**JEFFERSON COUNTY PURCHASING DEPARTMENT, FIRST FLOOR
JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, BEAUMONT, TEXAS 77701**

NO LATER THAN 11:00 AM, CENTRAL TIME, MONDAY, MARCH 9, 2009

**MARK ENVELOPE:
"IFB 09-061/KJS- SEALED BID"**

“JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All bids must be received in the Purchasing Department before opening date March 9, 2009 at 11:00AM. Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

PLEASE TAKE NOTE OF THE FOLLOWING COUNTY HOLIDAYS:

January 19, 2009	November 11, 2009
February 16, 2009	November 26, 2009
April 10, 2009	November 27, 2009
May 25, 2009	December 24, 2009
July 3, 2009	December 25, 2009
September 7, 2009	January 1, 2010

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed **Notice to Bidders** and accompanying **Specifications and Bid Forms** must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

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INSTRUCTIONS TO BIDDERS

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the awarded bidder; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, perform-

ance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of highest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, and/or to reject any or all bids. In the event the highest dollar bidder meeting specifications is not awarded a contract, bidder may appear before the Commissioners' Court and present evidence concerning bidder responsibility after officially notifying the Purchasing Department of the bidder's intent to appear.

6. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, together with the Concession Agreement, sample, attached as Exhibit A.. For that reason, all of the terms and conditions of the contract include those contained in this IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

8. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

9. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing Department web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

10. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available in the Purchasing Department.

Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bid-

der, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

11. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

12. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time **within 5 business days** prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

13. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

14. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

15. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent by written NTP or PO.

16. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

17. Definitions

“County” – Jefferson County, Texas.

“Concessionaire” – The bidder whose offer is accepted by Jefferson County.

18. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids

All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures

The bid must be executed personally by the bidder, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the bidder shall accompany the bid to become a valid bid.

1.3 Late Bids

Bids must be in the Purchasing Department before or at 11:00am March 9, 2009. Bids received after 11:00am March 9, 2009, the submission deadline, shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before opening by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at 11:00am March 9, 2009. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.

1.5 Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. ~~As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.~~

~~1.8 Alternates~~

~~The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.~~

1.9 — Descriptions

~~Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.~~

1.10 Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 — Quantities

~~Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.~~

1.13 Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. ~~Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.~~

1.14 — Silence of Specifications for Complete Units

~~All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.~~

1.15 Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda **no later than 5 business days** ~~forty-eight (48) hours~~ prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Bidders shall acknowledge receipt of all addenda with submission of bid.

1.16 — General Bid Bond/Surety Requirements

~~Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.~~

1.17 — General Insurance Requirements

~~Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.~~

1.18 Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to

nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

~~2.1 — Design, Strength, and Quality~~

~~Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.~~

~~2.2 — Age and Manufacture~~

~~All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.~~

~~2.3 — Delivery Location~~

~~All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.~~

~~2.4 — Delivery Schedule~~

~~Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO (after receipt of order) shall be stated in the space, if provided, on the bid form.~~

~~2.5 — Delivery Charges~~

~~All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.~~

~~2.6 — Installation Charges~~

~~All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.~~

2.7 — Operating Instructions and Training

~~Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.~~

2.8 — Storage

~~Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.~~

2.9 Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances in effect for Jefferson County or the State of Texas at the time of performance.

2.10 OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 — Samples, Demonstrations and Testing

~~At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.~~

2.13 — Acceptability

~~All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.~~

2.14 — Maintenance

~~Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be~~

~~included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.~~

2.15 Material Safety Data Sheets

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

2.16 Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

3. ~~Purchase Orders and Payment~~

3.1 ~~Purchase Orders~~

~~A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.~~

3.2 ~~Invoices~~

~~All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.~~

3.3 ~~Prompt Payment~~

~~In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.~~

3.4 ~~Funding~~

~~Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.~~

4. Contract

4.1 Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. ~~Contract shall commence on date of award and continue with an option for up to a four (4) year period, unless otherwise stated herein.~~

4.3 Change Order

~~No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the bidder.~~

4.4 Price Re-determination

~~A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.~~

4.5 Termination

Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next highest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence

Successful bidder shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related court costs, which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials

No public official shall have interest in this contract except, in accordance with Texas Local Government Code.

4.9 Warranty

The successful bidder shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code

The successful bidder and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Subject to and enforceable according to the laws of the State of Texas.

4.11 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name Job Number, Job Description**, and marked "**SEALED BID**". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. ~~Delivery~~

~~If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.~~

4. ~~Payment~~

~~Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.~~

~~Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).~~

5. ~~Usage Reports~~

~~Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.~~

6. Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$300,000.00
Property Damage	\$300,000.00
Bodily Injury	\$300,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Contact Karen J. Smith, MBA, (e-mail: ksmith@co.jefferson.tx.us , Phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB- 09-061/KJS.

1. Scope

Bidder shall provide bids for one of a total of four Automobile Rental Concessions at Southeast Texas Regional Airport subject to the terms and conditions stated herein for a three (3) year period ending April 30, 2012.

Any off-Airport Rental Car Company operating out of the Southeast Texas Regional Airport through an "Off-Airport Rental Car Company Agreement" must be in good standing prior to placing a bid.

The County reserves the right to waive bid informalities, and to reject any or all bids, and to award to the bidders making the offers most beneficial to the County. Concession agreements will be entered into with the 4 best bidders.

~~Jefferson County retains the option to re-bid at any time if in its best interest and not automatically bound to renewal or re-bid.~~

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

Refer questions of a commercial nature to Karen J. Smith, MBA, Senior Buyer/ Contract Specialist at 409-835-8593 and questions of a technical nature to Hal Ross, Airport Manager, Southeast Texas Regional Airport. Set up and operation of booths shall be at the sole expense of the successful bidder.

~~Rental car parking selection will be in accordance with paragraph 7.13.~~ In reference to exhibit "E" "D" thirty-six (36) available spaces will be grouped as follows: Space numbers 104-139.

Group 1 Space numbers 128-149 and 27-41

Group 2 Space numbers 56-68 and 75-97

Group 3 Space numbers 69-74 and 98-127

Group 4 Space numbers 6-26 and 42-55

Successful bidders shall comply with the concession agreement, Exhibit "A," attached.

Successful bidders shall provide a national credit card system and a national rental reservation system.

A mandatory pre-bid conference will be on February 26, 2009, at 10:00am, at the Southeast Texas Regional Airport Administration office, located at 4875 Parker Drive, Beaumont, Texas 77705.

2. Marketing and Traffic Data

It is anticipated that the Air Carrier Terminal Building will be completed and operational, by mid April, 2009. The terminal has been completely renovated and is a modern, attractive facility consisting of 24,000 square feet of space, including two gate positions and ticket counter space for four Rental Car Concessions. Rental car parking lots are located on the west side of the terminal building, and a passenger parking lot is located directly in front of the terminal building entrance.

The terminal building presently serves one Regional airline: Continental Connection. Continental Connection provides service to Houston Intercontinental Airport. The first flight leaves at approximately 5:45 am and the last flight arrives at approximately 10:00 pm. The terminal is open during these hours, but closed after the last flight, seven days a week. The total average of enplanements and deplanements at the Air Carrier Terminal over a period from October 2007 to September 2008 was approximately 2000 passengers per month.

3. Southeast Texas Regional Airport Passenger Count – 2003-2008

	2003		2004		2005	
	Enplaned	Deplaned	Enplaned	Deplaned	Enplaned	Deplaned
January	3,427	3,360	3,085	3,413	4,234	4,197
February	3,206	3,163	3,178	3,201	4,185	3,932
March	3,534	3,334	3,426	3,329	4,952	5,545
April	3,374	3,212	3,386	3,259	4,625	4,566
May	3,786	3,584	3,911	3,538	5,258	5,485
June	3,742	3,496	5,944	6,081	5,116	4,665
July	3,896	4,172	5,546	6,081	5,116	4,665
August	3,516	3,598	5,170	5,292	3,981	4,307
September	3,400	3,458	4,973	4,786	3,077	2,921
October	3,797	4,005	5,397	5,458	972	963
November	3,400	3,212	4,949	5,353	2,245	2,082
December	3,398	3,300	4,727	4,747	2,188	1,937
Yearly Totals	42,476	41,894	53,692	53,890	45,252	45,312
	2006		2007		2008	
	Enplaned	Deplaned	Enplaned	Deplaned	Enplaned	Deplaned
January	2,230	2,101	1,976	2,006	1,669	1,733
February	2,072	2,180	1,977	2,058	1,768	1,751
March	2,443	2,560	2,142	2,175	1,821	1,858
April	2,163	2,422	2,233	2,223	2,061	2,127
May	2,284	2,520	2,193	2,264	2,068	2,181
June	2,394	2,434	2,228	2,301	1,889	1,871
July	2,194	2,338	2,086	2,035	1,817	1,887
August	2,158	2,387	2,250	2,285	1,714	1,690
September	2,225	2,295	2,032	2,084	985	914
October	2,217	2,332	2,305	2,379	2,017	1,990
November	2,157	2,198	2,170	2,159	2,037	2,001
December	2,159	2,156	1,859	1,807	1,802	1,717
Yearly Totals	26,696	27,923	25,451	25,774	21,648	21,720

4. Southeast Texas Regional Airport Rental Car Concession –2003-2008

2003

	Avis	Enterprise	Hertz	National
January	42,808.17	4,529.41	37,431.89	
February	48,997.31	21,781.64	38,820.45	
March	54,691.93	18,728.04	43,171.39	
April	56,243.50	27,058.85	42,685.52	24,588.23
May	50,358.06	25,845.39	35,768.58	47,302.26
June	46,314.76	27,572.85	35,076.02	59,525.85
July	58,939.12	40,213.83	37,107.26	55,630.84
August	59,741.25	27,263.22	34,765.08	53,137.22
September	42,731.86	28,207.40	35,068.03	50,666.43
October	53,444.28	20,911.68	37,033.37	50,560.09
November	52,313.12	20,529.50	34,230.40	44,307.20
December	48,285.43	21,364.52	33,384.29	38,371.52
Totals	614,868.79	284,006.33	444,542.28	424,089.64

2004

	Avis	Enterprise	Hertz	National
January	45,780.81	20,166.38	36,474.40	43,108.10
February	67,689.33	18,053.07	41,993.81	44,540.88
March	74,341.59	23,256.34	46,268.01	56,345.98
April	66,640.46	16,069.00	43,602.89	49,895.24
May	72,631.36	23,920.44	47,040.59	52,335.60
June	68,715.89	16,449.98	51,018.67	58,946.26
July	87,515.61	31,234.30	47,343.56	60,391.91
August	83,084.00	33,541.57	47,891.75	61,932.56
September	73,604.18	30,512.52	40,249.70	51,765.77
October	66,907.77	28,275.56	38,688.39	49,704.49
November	68,619.14	32,944.35	35,153.74	55,245.83
December	62,176.56	24,387.12	41,037.46	51,694.54
Totals	837,706.70	298,810.63	516,762.97	635,907.16

2005

	Avis	Enterprise	Hertz	National
January	75,027.80	29,582.63	39,771.35	55,381.28
February	78,537.78	26,198.05	54,516.36	57,498.19
March	94,909.96	36,045.60	60,299.81	73,875.49
April	89,473.49	26,766.13	49,711.87	64,041.33
May	94,380.68	24,134.27	51,835.40	69,653.66
June	102,923.21	33,254.89	60,982.35	67,962.36
July	117,932.29	28,709.29	44,711.83	74,568.42
August	84,061.09	27,671.42	31,902.82	57,776.07
September	69,353.77	18,666.99	40,281.06	71,183.39
October	51,459.84	29,066.96	36,514.82	37,605.43
November	126,115.61	0	48,321.72	77,177.52
December	129,479.54	0	54,098.79	87,461.64
Totals	1,113,655.06	280,096.23	572,948.18	794,184.78

2006

	Avis	Hertz	National
January	105,153.66	47,126.15	79,505.76
February	129,542.37	44,438.85	66,089.03
March	162,405.24	53,206.17	76,427.23
April	127,915.90	44,411.04	79,369.64
May	121,678.75	46,295.47	78,798.13
June	118,022.38	42,022.54	67,145.54
July	120,567.75	39,911.90	73,388.89
August	114,963.50	39,286.58	65,846.15
September	106,312.13	41,258.27	63,024.36
October	116,878.08	47,156.47	67,001.04
November	113,003.24	40,159.63	64,228.80
December	100,532.71	35,652.45	51,690.19
Totals	1,436,975.71	520,925.52	832,514.76

2007

	Avis	Hertz	National
January	81,553.53	35,200.99	47,747.45
February	100,395.52	34,789.88	48,067.10
March	116,388.96	50,081.19	60,892.29
April	110,542.49	39,403.20	53,312.84
May	96,206.03	46,276.34	61,725.12
June	88,352.71	39,700.79	65,428.70
July	109,232.35	37,951.00	73,270.01
August	108,324.71	40,295.60	74,854.52
September	84,792.36	36,189.38	68,546.77
October	92,993.94	35,409.90	89,556.94
November	96,789.49	37,947.60	80,396.30
December	70,659.72	29,266.70	61,847.46
Totals	1,156,231.81	462,512.57	785,645.50

2008

	Avis	Hertz	National
January	71,349.09	29,486.45	65,507.11
February	82,766.87	46,690.69	62,935.06
March	100,300.30	41,403.34	71,734.63
April	88,632.59	59,246.52	75,476.43
May	95,242.10	39,142.94	74,989.51
June	103,501.57	39,124.03	72,686.09
July	86,682.55	37,337.58	67,609.15
August	84,952.88	40,168.94	69,162.15
September	68,882.84	41,382.28	58,825.15
October	130,814.66	66,940.89	82,760.75
November	125,936.59	82,958.57	80,294.27
December	157,690.95	98,317.22	75,153.79
Totals	1,196,752.99	622,199.45	857,134.09

5. Revenues

Airport Revenues for January 1, 2008 through December 16, 2008 were as follows:

Avis	\$119,675.32
Hertz	\$61,194.61
National	<u>\$85,723.43</u>
Total	\$266,593.36

6. Flight Schedules

The following table shows the current arrival/departure schedules of the airlines current serving Southeast Texas Regional Airport.

Continental Express

Departures	Arrivals
5:45 am	10:05 am
10:20 am	1:49 pm
2:05 pm	4:05 pm
4:25 pm	6:15 pm
6:35 pm	10:15 pm

7. Execution of Bid Form

Bids shall be made only on the bid form accompanying these instructions. No telegraphic, faxed, or modified bid form will be considered.

If the bid is made by a partnership, the name of each partner shall be printed or type-written and it shall be executed in the name of the partnership followed by the signature of an authorized partner. If the bid is made by a joint venture, it shall be executed by each participant of the joint venture and shall be accompanied by a copy of the joint venture agreement.

The address of the bidder shall be typed or printed on the bid form.

8. Incomplete Bids

Bids that are incomplete or are conditioned in any way, or which contain erasures or alterations, may be rejected as incomplete.

9. Basis of Award

Contract award will be based on the best bids as determined by the County Purchasing Agent as follows:

- Total Minimum Annual Guarantee (MAG) combined with percentage payments when applied to previous performance and projected performance;
- ~~Results of prior dealings with the bidder by public or private contracting agencies;~~
- ~~The bidder's experience and reputation for satisfactory work, judgment, and integrity;~~
- ~~The bidder's financial responsibility;~~
- ~~The bidder's facilities, equipment, and skill for performing the contract (as determined from such investigations as the Purchasing Agent may make);~~
- ~~The extent to which the bid and bidder meet stated requirements and specifications;~~
and
- ~~Projected costs to the County.~~

10. ~~Balanced Bids~~

~~Bidders shall construct their bids so that the MAG is reasonably distributed across the term of the contract.~~

11. Award of Location

For purposes of this IFB only the bidders will be ranked in descending order according to their proposed MAG. This ranking will be the order in which successful bidders shall select the counter space available at the terminal and the blocks of parking spaces.

For any subsequent IFB's, if a successful bidder currently operates at the Airport, that operator will retain its existing counter location, rental car service and fuel storage area. If a successful bidder is not presently operating at the Airport, it will have an opportunity to occupy the space of a current operator who does not bid or who is an unsuccessful bidder. If two or more bidders not currently operating at the Airport replace current operators, the successful new bidder who proposes the highest MAG will have the first choice of available space; the second highest will have second choice, etc. A diagram showing the location of the agencies currently operating at the Airport is attached as Exhibit D **Exhibit E**.

12. Inspection of Fuel Facilities

As a condition of entering into a contract, the successful bidder must provide the County with the report of an independent inspection company acceptable to the County stating that the underground and above-ground fuel facilities in the successful bidder's fuel storage area meets all existing applicable laws, rules and regulations, as well as EPA orders. This requirement will apply to any successful bidder who is not presently operating at the Airport but will be taking over the fuel storage facilities of an existing operator.

13. Disposition of Existing Facilities

A car rental agency currently operating at the Airport will be required to remove its personal property, including above-ground fuel storage facilities and equipment, if it does not propose or is an unsuccessful bidder. The current operator whose space will be taken over by a successful bidder will not be required to remove its personal property if the successful bidder who will be taking over that space acquires that personal property from the current operator. The successful bidder who is not currently operating at the Airport will be required to install its own facilities, including counter inserts, fuel tanks, and fuel pumping facilities and this requirement will be deemed satisfied if that successful bidder acquires such property and facilities from the current operator who is unsuccessful and whose space the successful bidder will occupy. The unsuccessful bidder will not be required to sell its property to the successful bidder and the County will not be involved in any negotiations between the successful bidder and the unsuccessful bidder.

14. Definition of Premises

The term "Premises" as referred to in the Contract refers collectively to the following:

Terminal Ticket Counter Space. The ticket counter area, including a private office space, within the terminal building designated for exclusive use by each car rental agency.

Ready/Return Parking Area. The parking area designated by the County for exclusive use by the car rental agencies for rental car return and storage of rental ready vehicles. The allocation of spaces within the Ready/Return Lot shall be determined by the County as provided in the Contract.

Rental Car Service Area. The area, including a rental car service building, designated by the County for the servicing, washing, and short-term storage of car rental vehicles.

Fuel Storage Area. The space on Airport property to be used exclusively by each concessionaire for fuel storage and refueling purposes.

BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- X 1. **Cover Sheet –**
- X 2. **Table of Contents**
- X 3. **Offer and Acceptance Form**
- X 4. **General Requirements**
You should be familiar with all of the General Requirements.
- X 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- X 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- X 7. **Bid Form**
Used to solicit exact pricing of goods/services and delivery costs.
- X 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - X d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - X g. **Reference Sheet**
 - h. **Other -** From time to time other attachments may be included.
 - X i. Signature Page
 - X j. Conflict of Interest
 - X k. Good Faith Effort
 - X l. Notice of Intent (HUB)
 - X m. Declaration Form (HUB)
 - X n. Residence Certification/Tax Form
 - X o. Bid Affidavit

**BIDDER MUST RETURN THIS PAGE WITH OFFER
OFFER AND ACCEPTANCE FORM**

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name	For clarification of this offer, contact:
Address	Name
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

**BIDDER MUST RETURN THIS PAGE WITH OFFER
ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Term Contract for Automobile Concessions for the Southeast Texas Regional Airport. **Contract Term will be for the 36 month period following Date of Beneficial Occupancy (DBO).**

The Concessionaire is now bound to provide the Concession listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Concessionaire's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 09-061 KJS. The Concessionaire has not been authorized to commence any billable work or to provide any material or service under this contract until Concessionaire receives an executed contract from the Jefferson County Purchasing Agent.

Countersigned:

Ron Walker.
County Judge

Date

Carolyn L. Guidry
County Clerk

Approved as to Form by:

Tom Rugg
County Attorney

**BIDDER MUST RETURN THIS PAGE WITH OFFER
 BID FORM**

	Minimum Annual Guarantee
Year 1	\$
Year 2	\$
Year 3	\$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

**BIDDER MUST RETURN THIS PAGE WITH OFFER
BIDDER REFERENCES**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

**BIDDER MUST RETURN THIS PAGE WITH OFFER
SIGNATURE PAGE**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

IFB 09-061/KJS FOR AUTOMOBILE RENTAL CONCESSIONS

DO NOT APPLY, BUT COMPANIES ARE REQUIRED TO SUBMIT AND SHOW A GOOD FAITH EFFORT PLAN RELATED TO DBE, MBE AND WBE'S

~~BIDDER MUST RETURN THIS PAGE WITH OFFER~~
GOOD FAITH EFFORT (GFE)
DETERMINATION CHECKLIST

~~*This information must be submitted with your bid.*~~

~~**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.~~

~~—————~~ **Did the Prime Contractor/Consultant ...**

- ~~Yes — No — 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?~~
- ~~Yes — No — 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?~~
- ~~Yes — No — 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?~~
- ~~Yes — No — 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?~~
- ~~Yes — No — 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?~~
- ~~Yes — No — 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**~~

~~**If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.**~~

~~HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM~~

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African American, 0.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**BIDDER MUST RETURN THIS PAGE WITH OFFER
BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

“I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon.”

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2006 **2009**.

Notary Public in and for
the State of _____

**ARTICLE III
PREMISES**

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

(a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit D.

(b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 36 spaces each as designated on Exhibit E, and described in section 8.1 of the IFB, attached hereto.

**ARTICLE IV
EXCLUSIVE CONCESSIONS**

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

**ARTICLE V
FEES, CHARGES AND RENTAL**

As consideration for County granting the concession rights hereinabove set forth, Concessionaire shall pay to County, on a monthly basis, 10% of the monthly gross revenue received by Concessionaire for the operation of the concession under this agreement but in no event shall the annual payment be less than \$20,000.00 or the minimum guarantee of \$_____ the 1st year, \$_____ 2nd year, \$_____ 3rd year, whichever is greater.

(a) During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Southeast Texas Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet. "Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures. The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit of its monthly gross revenue statement.

(b) A charge for 192 square feet of counter and administrative space, at the rate of \$24.00 per square foot per annum and charge of \$275.00 per month for the parking space

shown on Exhibit E, and \$100.00 per month if a designated overflow parking lot is requested., as shown in Exhibits D and E, attached hereto.

(c) Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County 10% of gross revenue. At the close of the contract year, if the minimum guarantee has not been paid, the difference between what has been paid and the minimum guarantee shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess. All past due rentals and fees shall bear interest at the rate of 18 percent per annum from the date on which the same is due, until paid.

(d) All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at the address provided in Article XX, or to any person or to any other place as may be hereinafter designated, in writing, by the County.

ARTICLE VI ABATEMENT OF MAG

If during the term of this agreement, the number of deplaning passengers for any two consecutive months is less than 85% of the number of deplaning passengers for the corresponding two months of the immediate preceding contract year or of the first contract year a portion of the MAG shall be abated. The amount of the abatement during those months shall be equal to one-twelfth of the Minimum Annual Guarantee for each of those months. During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The MAG abatement will cease in the first month that the number of deplaning passengers equals or exceeds 85% of deplaning passengers for the corresponding two months of the immediate preceding contract year or of the first contract year.

ARTICLE VII ENTRY BY CONCESSIONAIRE

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

ARTICLE VIII SERVICE STANDARDS

Concessionaire agrees:

(a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.

(b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.

(c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.

(d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than five (5) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.

(e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.

(f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.

ARTICLE IX PROHIBITED ACTS

Concessionaire shall not:

- (a) Commit or allow nuisance in its area or at the airport.
- (b) Cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors.
- (c) Use the concession area or any part thereof for sleeping purposes.
- (d) Interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto.

ARTICLE X NON-LIABILITY OF COUNTY

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE XI
UNAUTHORIZED SOLICITATION

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or trans-action of automobile rental business at the airport by any person or organization other than Con-cessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XII
MOST FAVORED NATIONS

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XIII
INSURANCE

Concessionaire shall obtain public liability insurance for personal injury/death growing out of any one accident or other cause in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000) for one (1) person and Three Hundred Thousand and No/100 Dollars (\$300,000) for two (2) or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of Three Hundred Thousand and No/100 Dollars (\$300,000) for property damage growing out of any accident or other cause. Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfac-tory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancel-lation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Jefferson County shall be named as "additional insured" on workers' compensation policy.

ARTICLE XIV
TERMINATION BY COUNTY

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

(a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

(b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

(c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XV TERMINATION BY CONCESSIONAIRE

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the happening of one or more of the following events, if said event or events shall then be continuing:

(a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.

(b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.

(c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

(d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

ARTICLE XVI VIEW OF CONCESSION

County will not obstruct the view of the public to Concessionaire's counter area.

ARTICLE XVII ASSIGNMENT AND SUBLETTING

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only

be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

**ARTICLE XVIII
APPROVAL**

Concessionaire has examined and approved the facilities Concessionaire will occupy.

**ARTICLE XIX
LAWS OF TEXAS APPLY**

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

**ARTICLE XX
REMEDIES**

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

**ARTICLE XXI
NOTICES**

Notices under this agreement shall be delivered to the Southeast Texas Regional Airport Manager at 4875 Parker Drive, Beaumont, Texas 77705 and the Concessionaire at

**ARTICLE XXII
FORCE MAJEURE**

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

**ARTICLE XXIII
WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

**ARTICLE XXIV
NON-DISCRIMINATION**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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.

**ARTICLE XXV
AFFIRMATIVE ACTION PROGRAM**

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**ARTICLE XXVI
GOOD FAITH EFFORTS**

During the term herein, concessionaire agrees to make good faith efforts to achieve the County's goals related to DBE, MBE and WBE participation in concessionaire's concession, contracting and purchasing activities under this agreement. The County hereby agrees that in approving a concessionaire's own DBE, MBE and WBE Program, the County avers that the concessionaire is in compliance with the County's goals contained herein, subject only to the concessionaire's compliance with its own DBE, MBE and WBE program. Concessionaire further agrees to make good faith efforts to maintain the DBE, MBE and WBE status certification eligibility of those DBE, MBE and WBE firms associated with its accepted DBE, MBE and WBE policy. For the purpose of this Article, "good faith efforts" are defined as proactive initiatives that, given all relevant factors, concessionaire might reasonably be expected to actively pursue in connection with its contracting and procurement activities in an attempt to meet the DBE, MBE and WBE goals pursuant to this agreement."

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

JEFFERSON COUNTY, TEXAS LESSOR

ATTEST:

By: _____
Ron Walker., County Judge

Carolyn Guidry, County Clerk

LESSEE

Its _____ By: _____

EXHIBIT C

INFORMATION CONCERNING BIDDERS

All information in this questionnaire must be furnished by the bidder. Statements must be submitted in duplicate and be complete and accurate and in the form requested, and must be sworn to (before a Notary) by an office of the bidder authorized to bind the bidder to the truth of the statements made. Omission, inaccuracy or misstatement may be cause for rejection of a bid. The bidder submitting this bid warrants the following:

1. Name of Company: _____

2. Principal Office Address: _____

3. FORM OF ORGANIZATION (check one):

Corporation State of Incorporation: _____

Partnership Limited: _____ or General: _____

Individual ()

NAMES AND ADDRESSES OF PRINCIPAL OWNERS AND OFFICERS OF BIDDERS

4. What is the duration and extent of your experience in the automobile rental business? Explain in detail. (If you are currently a concessionaire at Jefferson County, do not fill this out).

5. Are you currently operating an "Off-Airport Rental Car Company Agreement" at the Southeast Texas Regional Airport?

Yes

No

6. List ten (10) cities where the national corporation and/or franchise holder operated to serve air travel customers: (If you are currently a concessionaire at Jefferson County, do not fill this out).

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

7. Give name, location and date of any of your airport automobile rental concession contracts that have been terminated either voluntary or involuntarily prior to the expiration of their term within the past five (5) years within the State of Texas and explain why they were so terminated of, any concessions operated by you or by a wholly-owned subsidiary within the past five (5) years.

8. Furnish a complete Balance Sheet for the last completed fiscal year showing bidder's assets and liabilities. The Balance Sheet so furnished must be certified by a Certified Public Accountant. The value of the unencumbered capital assets of bidder must be shown. (Those rent-a-car agencies presently conducting business as an on airport operator at the Southeast Texas Regional Airport will not be required to comply with this item.)

9. Any other information that bidder desires to submit for consideration by the County in evaluating bidders.

All statements respectfully submitted by:

(BIDDERS NAME)

BY: _____

TITLE: _____

ADDRESS: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2009.

Notary Public in and for the
State of Texas
My Commission expires _____

Exhibit D Rental Car Parking Lot



