



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 13-017/JW
IFB Title: Re-bid Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due: **11:00 am, September 17, 2013**
Addendum No.: 4
Issued (Date): August 29, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB 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 proposal.** If the 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 IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

■ **Clarifications and Revisions to Bid Specifications**

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

Re-bid Automobile Rental Concessions at the Jack Brooks Regional Airport

Questions and Answers

<p>Q:</p>	<p>(Page 8, 4. Workers' Compensation Insurance), at the Pre-Bid meeting held on August 21, 2013, upon explanation from the industry as to why this language is worrisome, the County and the Airport Manager advised that this clause will be deleted. Please confirm that this language has been deleted from the requirements.</p>								
<p>A:</p>	<p>In this Addendum, the specifications have been revised as follows:</p> <p>3. Insurance</p> <p>The Concessionaire 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 Concessionaire. These requirements do not establish limits of the Concessionaire's liability.</p> <p>All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.</p> <p>Concessionaire shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.</p> <p>All insurance must be written by an insurer licensed to conduct business in the State of Texas.</p> <p style="text-align: center;">Minimum Insurance Requirements</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Public Liability</td> <td style="text-align: right;">\$1,000,000.00</td> </tr> <tr> <td>Excess Liability</td> <td style="text-align: right;">\$1,000,000.00</td> </tr> <tr> <td>Property Insurance</td> <td style="text-align: right;">Improvements & Betterments</td> </tr> <tr> <td>Workers' Compensation</td> <td style="text-align: right;">Statutory Coverage (see below)</td> </tr> </table> <p>Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.</p> <p>Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory 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 cancellation 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.</p> <p>Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.</p> <p>4. Workers' Compensation Insurance</p> <p>4.1 Definitions:</p> <p>4.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of</p>	Public Liability	\$1,000,000.00	Excess Liability	\$1,000,000.00	Property Insurance	Improvements & Betterments	Workers' Compensation	Statutory Coverage (see below)
Public Liability	\$1,000,000.00								
Excess Liability	\$1,000,000.00								
Property Insurance	Improvements & Betterments								
Workers' Compensation	Statutory Coverage (see below)								

~~insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-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.~~

~~4.1.2 **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.~~

~~4.1.3 **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.~~

~~4.2 — 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.~~

~~4.3 — The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract — refer to Section 6 above.~~

~~4.4 — 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.~~

~~4.5 — The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:~~

~~4.5.1 — 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~~

~~4.5.2 — 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.~~

~~4.6 — The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.~~

~~4.7 — 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.~~

~~4.8 — The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, 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.~~

~~4.9 — The Contractor shall contractually require each person with whom it contracts to provide services on a project to:~~

~~4.9.1 — 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~~

	<p>employees providing services on the project, for the duration of the project.</p> <p>4.9.2 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.</p> <p>4.9.3 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.</p> <p>4.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:</p> <p style="padding-left: 40px;">4.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and</p> <p style="padding-left: 40px;">4.9.4.2 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.</p> <p>4.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.</p> <p>4.9.6 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</p> <p>4.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.</p> <p>4.10 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.</p> <p>4.11 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.</p>
Q:	An ACDBE goal has not been set for this concession, please confirm whether the County will need a copy of our DBE plan upon Concession Award.
A:	Yes, the County will need a copy of successful concessionaire's DBE Plan.

Q:	(Page 28, Article V – Fees, Charges, and Rental), paragraph (d) requires a reporting of gross revenues, please delete requirement as gross revenues has been excluded from this agreement.
A:	<p>In this Addendum, the specifications have been revised as follows:</p> <p style="text-align: center;">ARTICLE V FEES, CHARGES AND RENTAL</p> <p>As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis <u>for each contract year</u>, a Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement.</p> <p>(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 Jack Brooks 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.</p> <p>(b) A charge for approximately 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 Exhibits A & B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.</p> <p>(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 the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage 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.</p> <p>(d) All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 4875 Parker Drive, Beaumont Texas, 77705, or the address provided in Article XX, or via email to hripley@co.jefferson.tx.us, or to any person or to any other place as may be hereinafter designated, in writing, by the County.</p>

Q:	(Page 29, Article VII – Service Standards), As per discussion at the pre-bid meeting, please confirm clause (b) regarding direct dial telephone lines has been deleted from the contract.
A:	<p>In this Addendum, the specifications have been revised as follows:</p> <p style="text-align: center;">ARTICLE VII SERVICE STANDARDS</p> <p>Concessionaire agrees:</p> <p>(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.</p> <p>(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.</p> <p>(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. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.</p> <p>(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 thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.</p> <p>(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.</p> <p>(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.</p> <p>(g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.</p>
Q:	May a bidder that has multiple “brands” submit only one bid?
A:	Yes, but only if these brands belong to the same parent company.
Q:	Under Article XIV of the contract, does “commercial air service” include the bus service that is available? If not, please consider a request to clarify this section of the contract.
A:	<p style="text-align: center;">ARTICLE XIV TERMINATION BY CONCESSIONAIRE</p> <p>Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:</p> <p>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.</p> <p>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.</p> <p>(c) All or a material part of the airport or airport facilities shall be destroyed by fire,</p>

	<p>explosion, earthquake, or casualty, or acts of God or the public enemy.</p> <p>(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.</p> <p>(e) Should Commercial Air Service (not to include bus service) be discontinued or suspended for a period of thirty (30) consecutive days or more, the Concessionaire will not be liable for concessions MAG payments, but will pay a flat fee for booth rental space.</p> <p>Upon written notice to County of termination of this agreement, 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.</p>
Q:	In reference to Addendum 2, do the year to date statistics provided for enplanements and deplanements include any other air service than American Airlines?
A:	No.
Q:	In reference to the Minimum Specifications, (8. Basis of Award), please consider our request for a map/drawing to be provided that identifies the blocks of parking spaces that are to be available.
A:	Please see the following page for a revised drawing.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

July 29, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-017/JW, Re-bid Automobile Rental Concessions at the Jack Brooks Regional Airport. 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 Tuesday, September 10, 2013 at 11:00 AM CST. Bidders are invited to attend the sealed bid opening.

**BID NAME: Re-bid Automobile Rental Concessions at the
Jack Brooks Regional Airport**

BID NO: IFB 13-017/JW

DUE DATE/TIME: 11:00 AM CST, September 10, 2013

**MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

A mandatory pre-bid meeting will be held on Thursday, August 15, 2013, at 10:00am CST, at the Jack Brooks Regional Airport Administration office, located at 4875 Parker Drive, Beaumont, Texas 77705.

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, 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.

Deborah Clark
County Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – July 31 and August 7, 2013
Port Arthur News – July 31 and August 7, 2013

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Bidder is responsible for returning all required pages (marked as “X” above) with the bid.

Additionally, bidder must monitor the purchasing web site (<http://www.co.jefferson.tx.us/purchasing/main.htm>) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

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. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. 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.

4. 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.

5. County Holidays – 2013

January 1	Tuesday	New Year's Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
March 29	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28-29	Thursday-Friday	Thanksgiving
December 25-26	Wednesday-Thursday	Christmas

6. 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.

7. 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, performance 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.

8. 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 Attachment 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.

9. 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.

10. 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.

11. 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.

12. 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 emailed 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.

13. 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.

14. Interpretation of Bid and/or Contract Documents

All inquiries shall be made ~~within 5 business days prior to the date and time fixed for the bid opening no later than~~ **by close of business (5:00 pm CST) on Monday, August 26, 2013**, in order that a written response in the form of an addendum, if required, can be processed ~~before the bids are opened.~~ **by close of business (5:00 pm CST) on Tuesday, September 3, 2013**. Inquiries received that are not made in a timely fashion may or may not be considered. Addenda will be posted on the Purchasing website. Vendors are responsible for monitoring the website in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

15. Currency

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

16. 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.

17. 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.

18. Definitions

"County" – Jefferson County, Texas.

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

General Terms and Conditions of Bidding and Terms of Contract

By execution of this document, the vendor 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 vendor, 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 vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after 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 the opening date 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 the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor 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 Exceptions and/or Substitutions.

All bids meeting the intent of the specifications and plans will be considered for award with no exceptions.

1.7 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.

1.8 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.

1.9 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.

1.10 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than ~~August 26, 2013~~ close of business (5:00 pm CST) on Tuesday, September 3, 2013. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid. **Bidders must submit questions by close of business (5:00 pm CST) on Monday, August 26, 2013.**

1.11 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.

1.12 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.

1.13 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein.

1.14 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.

1.15 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 vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.16 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 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 of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

3. Contract

3.1 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.

3.2 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, upon agreement between vendor(s) and Jefferson County, continue for up to a five (5) year period.

3.3 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 lowest 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.

3.4 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.

3.5 Injuries or Damages Resulting from Negligence. Successful vendor 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

3.6 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

3.7 Warranty. The successful vendor 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.

3.8 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

3.9 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.

3.10 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

3.11 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 shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope. ~~clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID"~~. Bids are to be addressed to the Purchasing Agent with the bid number and bid name marked on the outside of the envelope. 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. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Insurance

The Concessionaire 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 Concessionaire. These requirements do not establish limits of the Concessionaire's liability.

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

Concessionaire 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	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see below)

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory 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

cancellation 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.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

4. ~~Workers' Compensation Insurance~~

~~4.1 Definitions:~~

~~4.1.1 **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, DWC-81, DWC-82, DWC-83, or DWC-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.~~

~~4.1.2 **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.~~

~~4.1.3 **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 contract 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.~~

~~4.2 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.~~

~~4.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.~~

~~4.4 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.~~

~~4.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:~~

~~4.5.1 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~~

~~4.5.2 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.~~

~~4.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.~~

~~4.7 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.~~

- ~~4.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, 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.~~
- ~~4.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:~~
- ~~4.9.1 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.~~
 - ~~4.9.2 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.~~
 - ~~4.9.3 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.~~
 - ~~4.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - ~~4.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and~~
 - ~~4.9.4.2 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.~~~~
 - ~~4.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.~~
 - ~~4.9.6 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~~
 - ~~4.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.~~
- ~~4.10 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.~~
- ~~4.11 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 supersede General Requirements where applicable. Contact Jamey West, Contract Specialist, (e-mail: jwest@co.jefferson.tx.us , Phone: 409-835-8593), regarding any questions or comments. Please reference bid number: IFB 13-017/JW

1. Scope

Bidder shall provide bids for one of a total of four Re-bid Automobile Rental Concessions at the Jack Brooks Regional Airport subject to the terms and conditions stated herein beginning on or about October 1, 2013, and will continue for a five (5) year period.

Any Rental Car Company operating at the Jack Brooks Regional Airport 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.

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 Jamey West, Contract Specialist, at 409-835-8593, or via email at jwest@co.jefferson.tx.us and questions of a technical nature to Alex Rupp, Airport Manager, Jack Brooks Regional Airport at 409-719-4900 or via email at arupp@co.jefferson.tx.us Set up and operation of booths shall be at the sole expense of the successful bidder.

Rental car parking shall be awarded according to the ranking of bidders. Four "blocks" of rental car parking spots will be available. Each "block" is approximately thirty-six (36) parking spaces. Successful bidders will be required to clearly identify their parking spaces as assigned. Negotiations will be required for additional parking spaces required outside of the "block" of assigned parking spaces.

Successful bidders shall comply with the concession agreement, Attachment "A," attached. Successful bidders shall provide a national credit card system and a rental reservation system.

Any bidder, currently operating at the Jack Brooks Regional Airport, wishing to join office/counter space with a sister company, whole or in part owned by said bidder, is allowed to do so upon Airport Director approval.

A mandatory pre-bid meeting will be held on Thursday, August 15, 2013, at 10:00am CST, at the Jack Brooks Regional Airport Administration office, located at 4875 Parker Drive, Beaumont, Texas 77705.

2. Marketing and Traffic Data

The airport is presently served by American Airlines and United Express. American Airlines provides air service to Dallas Fort Worth International Airport via CRJ145s and United Express provides ground shuttle service to Houston Intercontinental Airport via passenger busses.

United Express began bus service in July of 2012 and American Airlines began air service February 2013. The total estimated passenger enplanements and deplanements from January 2013 to December 2013 are projected to be 36,000 annually.

3. Jack Brooks Regional Airport Passenger Count

2011

2011	Jan	1,041	980	2,021
2011	Feb	913	959	1,872
2011	Mar	1,152	1,176	2,328
2011	Apr	1,117	1,166	2,283
2011	May	1,353	1,333	2,686
2011	Jun	1,232	1,182	2,414
2011	Jul	1,237	1,292	2,529
2011	Aug	1,082	1,104	2,186
2011	Sep	1,157	1,146	2,303
2011	Oct	1,096	1,088	2,184
2011	Nov	1,079	1,076	2,155
2011	Dec	997	1,037	2,034
		13,456	13,539	26,995

2012

2012	January	795	690	1,485
2012	February	813	841	1,654
2012	March	1,014	957	1,971
2012	April	876	916	1,792
2012	May	902	879	1,781
2012	June	1,022	862	1,884
2012	July	216	211	427
2012	August	87	88	175
2012	September	86	85	171
2012	October	87	89	176
2012	November	83	83	166
2012	December	85	88	173
		6,066	5,789	11,855

4. Revenues

Airport Revenues for January 1, 2011 through December 31, 2011 were as follows:

Hertz	\$373,380
Avis	890,246
National	590,864
Enterprise	<u>276,370</u>
Total	\$2,130,860

5. Flight Schedules

The following table shows the current and anticipated arrival/departure schedules of the airlines current serving Jack Brooks Regional Airport.

United Express – Ground Shuttle to IAH

Departures	Arrivals
5:45 am	10:15 am
10:40 am	3:10 pm
3:45 pm	9:30 pm

American Airlines – Air Service to DFW

Departures	Arrivals
6:30 am	9:50 am
10:20 am	12:35 pm
1:05 pm	4:20 pm
4:50 pm**	7:35 pm**

**Except on Saturdays

6. 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 typewritten 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.

7. Incomplete Bids

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

8. 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), sum of all (5) five years.

For purposes of this IFB, bidders will be ranked, highest to lowest, according to their proposed ~~monthly gross percentage~~. Minimum Annual Guarantee (MAG), sum of all (5) years. 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, giving consideration to existing counter and parking spaces currently occupied.

If a successful bidder currently operates at the Airport, that operator may retain its existing counter location. 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 MMP 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 B.

There are four (4) counter spaces, two (2) of which are vacant.

9. 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, in a separate agreement, to install its own facilities, including counter inserts, fuel tanks, and fuel pumping facilities.

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.

10. 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.

Offer to Contract

IFB 13-017/JW RE-BID AUTOMOBILE RENTAL CONCESSIONS AT THE JACK BROOKS REGIONAL AIRPORT

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:

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

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

IFB 13-017/JW RE-BID AUTOMOBILE RENTAL CONCESSIONS AT THE JACK BROOKS REGIONAL AIRPORT

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

This contract shall henceforth be referred to as Contract No. IFB 13-017/JW, Re-bid Automobile Rental Concessions at the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

	Minimum Annual Guarantee (MAG)
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Total for all (5) five years	\$

Acknowledgment of Addenda (if any):

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

FIXED COST NOTE:

A charge for 192 square feet of Terminal Office/Counter space, at a rate of \$24.00 per square foot per annum and a charge of \$275.00 per month for rental car parking space will be part of the contract.

Counter/Office Space	\$384.00
Parking Spaces.....	\$275.00 ** (A)
Total Monthly Fixed Charges.....	\$659.00

** (A) for 36 parking spaces.

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 Shall Return Completed Form 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 Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

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

Bidder Shall Return Completed Form 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.

GOVERNMENT CODE
 TITLE 10. GENERAL GOVERNMENT
 SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
 CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER A. NONRESIDENT BIDDERS

Sec. 2252.001. DEFINITIONS. In this subchapter:

(1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(CONTINUED ON NEXT PAGE)

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

(C) a district, county, or justice of the peace court;

(D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;

(E) the legislature or a legislative agency; or

(F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.

(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.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Bidder Shall Return Completed Form 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 _____, 2013.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

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 ()

LLC.

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 Jack Brooks 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 Jack Brooks 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 _____, 2013.

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

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

(b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 36 spaces each as designated on Exhibit A

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 a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, a Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement.

~~(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 Jack Brooks 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 approximately 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 Exhibits A & B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

(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 the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage 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.~~

~~(d) All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 4875 Parker Drive, Beaumont Texas, 77705, or the address provided in Article XX, or via email to hripley@co.jefferson.tx.us, or to any person or to any other place as may be hereinafter designated, in writing, by the County.~~

ARTICLE VI 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 VII 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. Signs must be approved by Airport Director. 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 thirty (30) 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.

(g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

**ARTICLE VIII
PROHIBITED ACTS**

Concessionaire shall not:

- (a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
- (b) commit or allow nuisance in its area or at the airport;
- (c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
- (d) use the concession area or any part thereof for sleeping purposes;
- (e) 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;
- (f) and allow vehicles to be parked in unauthorized areas.

**ARTICLE IX
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 X
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 transaction of automobile rental business at the airport by any person or organization other than Concessionaire 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 XI
FAVORABLE CONDITIONS**

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 XII INSURANCE

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars (\$1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars (\$5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars (\$500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory 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 cancellation 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.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIII 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 XIV
TERMINATION BY CONCESSIONAIRE**

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence 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.
- e) Should Commercial Air Service (not to include bus service) be discontinued or suspended for a period of thirty (30) consecutive days or more, the Concessionaire will not be liable for ~~concessions~~ MAG payments, but will pay a flat fee for booth rental space.

Upon written notice to County of termination of this agreement, 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
VIEW OF CONCESSION**

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

**ARTICLE XVI
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 XVII
APPROVAL**

Concessionaire has examined and approved the facilities Concessionaire will occupy.

**ARTICLE XVIII
LAWS OF TEXAS APPLY**

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

**ARTICLE XIX
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 XX
NOTICES**

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

**ARTICLE XXI
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 XXII
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 XXIII
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 XXIV
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.

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: _____
Jeff Branick, County Judge

By: _____
Carolyn Guidry, County Clerk

LESSEE

_____ By: _____

