



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 24-068/CG
IFB TITLE: Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB DUE BY: 11:00 am CT, Wednesday, February 19, 2025
ADDENDUM NO.: 2
ISSUED (DATE): January 31, 2025

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 bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions and additional information

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 Respondent:

ATTEST:

Witness

Witness

Approved by Date:

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address



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1. **Question:** Please provide the proposed concession agreement.

Answer: A copy of the concession agreement is included in Attachment A

2. **Question:** Please provide the last 5 years' rental car gross revenues at County by brand.

Answer:

FY2021=	2,519,398
FY2022=	3,001,667
FY2023=	2,835,949
FY2024=	3,117,866

3. **Question:** What is the anticipated passenger growth for the next 5 years at County.

Answer: Based on a recent Master Plan, the projected enplanement growth for BPT is 2.7% per year.

4. **Question:** Does County have any formal written agreements with any off-airport operators? If so, what are the terms of that agreement – i.e. what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to County?

Answer: No

5. **Question:** In recent years, there have been several companies that have been interested in providing car sharing services on-airport, whether they are actual car sharing companies or a branded service that rental car companies offer. These car sharing companies/services have membership fees. If County intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the County is collecting a portion of these membership fees along with the off-airport revenue percentage fee.

Answer:

a. Currently, the County has no contractual agreements with car-sharing services on the airport. After conducting some research, we determined that there is a limited number of car-sharing services conducted on airport premises serving travelers.

i. The Airport will begin to develop and implement contractual agreements with car-sharing services so they will not have an economic advantage over existing and on-site car rental companies.

b. Currently, the County has no contractual agreements with off-airport car rental companies that rent cars to airport patrons. After conducting some research, we determined that there is an annual average of 1 car-per-day rented to the FBOs (airport FBO and private FBO), with approx. 85% of the rentals coming from Avis, and 15% from Enterprise.



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- ii. The Airport will develop and implement contractual agreements with off-airport car rental companies that rent to customers at the airport so they will not have an economic advantage over existing and on-site rental companies, however we will limit their services to the FBOs only and not service any Terminal customers.

6. Question: Is this rental car concession opportunity inclusive of FBO operations? (If so, please confirm that only successful bidders will be authorized to provide FBO service during the new term.)

Answer: See Question and Answer #5

7. Question: Please confirm that if you accept fewer than 2 bids, that no additional rental car concessionaire will be added during the term of the agreement, other than those companies that are successful in this IFB process. Any RAC interested in operating at the County should not be able to NOT respond now, wait until it sees which companies bid and what MAGs are bid, and then enter into a contract at the minimum. This undermines the bidding process.

Answer: After initial award under this IFB, an additional contract will not be awarded under this same IFB.

8. Question: Please confirm that no additional brand can be added to any bidder's concession agreement during the term of the agreement and that operator may only operate the brand or brands that it specified in its bid.

Answer: See Other Proposer Criteria section on page 42.

9. Question: Most airports require an online or email submission. We request that you require only an email or online submission, rather than physical copies. This saves both time and, from a sustainability perspective, resources. If you do require a hard copy, then we request that you require only one (1) hard copy original.

Answer: Hard copies are required. Email submissions are not accepted. See Section 3- Special Requirements/Bid Submission Instructions on page 28.

10. Question: Please allow ample time between the time issues questions and answers/final addenda and the time bids are due. It should be no less than 3 weeks. However, if we have the ability to submit our bids online or by email, that timeframe could be shortened.

Answer: We will not be extending the due date at this time. See Section 1: General Conditions of Bidding and Terms of Contract on page 2.



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11. Question: Please confirm that all the terms and conditions specified in the IFB and any/all issued addenda will be incorporated and made a part of the concession agreement. Please add language to the IFB and to the Concession Agreement which states: "The Invitation for Bids, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."

Answer: Yes, see language in attached Concession Agreement and the Addendum.

12. Question: There are several sections of the General Conditions of Bidding that seem to be inapplicable to a rental car concession. For example, section 2.15 asking for "data sheets", section 4.3 regarding price re-determination, section 7 (5th para) regarding award being based on lowest bid. Will County confirm these are not applicable to this bid?

Answer: These are general conditions of bidding in Jefferson County. You must comply with conditions applicable to this contract. MSDS sheets in Section 1 #2.15 are not applicable to this contract. Price Re-Determination in Section 1 #4.3 is not applicable to this contract. Section 1 #7. Award paragraph 5 on page 9 is a general requirement only and is not applicable. See Section 4: Minimum Specifications on pg 39. The first sentence advises: "The following requirements and specifications supersede General Bid Requirements where applicable." Basis of award can be found on page 41-42 of Section 4.

13. Question: Section 1.15 (pg 3) – Issuing addenda only 48 hours prior to the due date is not feasible. Our bid would have already been completed, signed and shipped at least 4 days prior to the due date. As previously mentioned, addenda should be issued at least 3 weeks prior to the due date unless you offer an electronic (email) submission.

Answer: See Question and Answer #10.

14. Question: Section 4.4 (pg 7) – Respectfully, we object to a termination for convenience. We are bidding for 5 years, not a month-to-month agreement. Please confirm this termination for convenience is not applicable and will be struck.

Answer: This can be negotiated at time of contract negotiations.

15. Question: Section 1 (pg 39) – There is a discrepancy with the term of the agreement. Is the agreement 5 full years, or 1 year with 4 options (Acceptance of Offer form)? We would prefer a full 5 year term, along with a renewal option.

Answer: The agreement is for a 5 year term.



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16. Question: Is a bidder permitted to submit 2 separate bids if each bid proposes different operating brands?

Answer: Yes

17. Question: Section 2 (pg 40) Counter Space rent – please clarify \$26/ square foot and \$13/ square foot. What is the square footage for each rental car counter? Why are the amounts per square foot different?

Answer: The square footage is \$26 per square foot per year for counter space and \$13 per square foot per year for storage space. The rental car counter space is 192 square feet.

18. Question: Section 2 (pg 41) Basis of Award – Please confirm that Total Annual Parking is not a basis for award. If it is a basis for award, please explain.

Answer: It is a part of the Basis for award, secondary to their total Minimum Annual Guarantee as described in the Basis for Award Section on pg 41.

19. Question: Acceptance of Offer form (pg 48) – Please confirm this is not a form that is to be submitted with our bids.

Answer: This is a form for Jefferson County to fill out.

20. Question: Bid Form (pg 50) – Please confirm whether or not bidders are eligible to bid for rental truck/moving truck even if a bidder would not be offering trucks at BPT.

Answer: Only bid on items you are offering at the airport.

21. Question: Bid Form (pg 51) – We request that we only have to submit the signature page of any addenda issued rather than the full multi-page addenda.

Answer: The full addenda is required.

22. Question: Signature Page (pg 53) – Please confirm that the reference to governmental entities piggybacking off of this contract is not applicable to this bid and will be struck from the Signature Page. If, in fact, this needs to be answered Yes or No, please confirm that either answer does not negatively affect a bidders bid award.

Answer: Please answer yes or no, however this does not affect a bidders bid award.



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23. Question: GFE Checklist, NOI with HUB and HUB Subcontracting form (pgs 58-62) – It is most common that a rental car operator does not subcontract any of their rental car concession operations. Being that is the case, why would we complete a GFE checklist if we would not be seeking any subcontractors? Further, why would we complete Part III on page 61 if we perform 100% of the concession operation?

Answer: We require all forms to be completed. If not using a subcontractor, simply answer “no” at the top of pg 58 and 59, then complete and sign the bottom section of pg 62.

24. Question: NOI with HUB and HUB Subcontracting form (pgs 58-59) – Are these forms the same thing? They ask the same Yes/No question – “Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded),” then goes on to require the “Contractor Name” on the NOI form and the “Prime Contractor” on the HUB Declaration form (the Contractor and Prime Contractor being the Bidder). Why are both forms required?

Answer: See question and answer #23.

25. Question: NOI with HUB form (pg 58) – States the form is required with the bid, but then states may be submitted after contract award. Please clarify.

Answer: If you answer “yes” that you intend to subcontract you can provide the contact information for subcontractor after contract is awarded.

26. Question: HUB Subcontracting form (pg 62) – Part II states to complete the GFE Checklist if in “non-compliance for not meeting HUB Subcontracting Goals” – please advise as to what the HUB subcontracting goals are.

Answer: There are no HUB subcontracting goals for this project.

27. Question: We request that all of the HUB forms be a post-bid/post-award requirement, not only because we need a lot of time to fully understand what is required, but also because there wouldn't be a need to provide any of this information unless awarded the contract.

Answer: See Question and Answers to #23, #24 and #25.

28. Question: Please include a Most Favored Nations provision in the concession agreement. We suggest the following language: “In the event that any contract granted by the County to any other Rental Car Company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the County



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shall give due diligence to ensure all rental car companies will be able to compete on terms as equal as possible with all other rental car companies, and to ensure that no individual rental car company or companies shall enjoy any rights or privileges more favorable to any such individual company or companies than those enjoyed by all rental car companies.”

Answer: See Article X11- Favorable Conditions Section in the attached Concession Agreement.

29. Question: Please publish the rental car revenues for the past 3 years.

Answer: See Question and Answer #2

30. Question: Please send proposed concession agreement.

Answer: See Question and Answer #1

31. Question: What is the anticipated effective date of the new agreement?

Answer: The anticipated effective start date is approximately April 1, 2025.

32. Question: What is the proposed concession fee?

Answer: The proposed concession fee shall be 10% of revenues, or MAG, whichever is greater.

33. Question: When will the calendar year 2024 airline numbers be finalized? What is the most recent data that you have without estimates?

Answer: Updated enplanement numbers from Airlines below:

	Enplanements	Deplanements	Total
2018	26,077	25,147	51,224
2019	24,498	27,619	52,117
2020	10,098	9,700	19,798
2021	15,506	15,190	30,696
2022	17,783	17,514	35,297
2023	23,628	22,696	46,324
2024	33,768	32,705	66,473

34. Question: Please confirm whether the minimum required numbers on the Bid Form equate to annual rents?

Answer: Bidders are to write/insert **Annual** amounts in the far-right column.



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Additional Information:

1. The proposed Minimum Annual Guarantee (MAG) is \$75,000
2. The Basis of Award Section (below) found on page 41-42 of the Specifications is amended to include the additional highlighted/italicized language:

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.
- Total Annual Parking

For purposes of this IFB, bidders will be ranked, highest to lowest, according to their proposed MAG. This ranking will be the order in which successful bidders shall select the counter space available at the terminal and 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 vacant counter space.

If two or more bidders not currently operating at the Airport replace current operator, the successful new bidder who proposes the highest MAG will have the first choice of available space; the second highest will have second choice, etc. A diagram showing the location of the agencies currently operating at the Airport is attached as Exhibit B "Terminal Floor Plan".

Service location/car wash: In the event the incumbent is one of the two successful bidders, and they have bid the minimum amount for the car wash as stated in the bid, they may remain in that car wash location.

- In the event the incumbent is one of the two successful bidders, and the incumbent bid the minimum amount for the car wash and the new concessionaire bid the same amount, the incumbent shall remain in that car wash location.*

COUNTY OF JEFFERSON

This Concession Agreement, made and entered into this ___ day of MONTH, 2025, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and _____ authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on April 1, 2025.

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is a successful bidder, per IFB 24-068/CG;

WHEREAS, both parties agree to the terms as specified in IFB 24-068/CG.

WHEREAS, Lessee has paid or agrees to pay all unpaid balances owed to Airport for any previous agreements.

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

ARTICLE I - Term

The contract commences April 1, 2025 and terminates March 31, 2030, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

ARTICLE II - Concession Rights Granted

County grants to Concessionaire the right to operate the concession at the Airport, this concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

ARTICLE III - Premises

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

- a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit A.
- b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for **XX** spaces each as designated on Exhibit B.
- c) Car Wash Facilities: One car wash – ready return areas, as shown on Exhibit C.

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, an amount equal to the greater of the following: (a) one-twelfth (1/12th) the Minimum Annual Guarantee (MAG); or (b) a percentage fee equal to ten percent (10%) of its monthly gross receipts.

Refer to attached bid sheet, Exhibit D, with Lessee’s MAG as bid for each contract year.

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 sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

Itemized:

- a) **Counter and Administrative Space:** A charge for approximately 192 square feet of counter and administrative space, at the rate of \$26.00 per square foot per annum (**\$4,992 annual or \$416 monthly**) shown on Exhibit A.
 - a. **Optional Storage Space:** A charge for approximately 192 square feet of storage space, at a rate of \$13.00 per square foot per annum (**\$2,496 annual or \$208 monthly**) shown in Exhibit A.
- b) **Rental Car Parking Lot:** A charge for XX spaces at a rate of **\$120 per space per year/ \$10 per space per month** (**\$X,XXX.XX annual or \$XXX.XX monthly**) for the parking space shown on Exhibit B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.
- c) **Rental/Moving Trucks:** Rental trucks, or “trucks for hire”, if such are kept on Airport property, will be stored in an area designated by the Airport Director. A charge for XX spaces at a rate of **\$120 per space per year/ \$10 per space per month** (**\$X,XXX.XX annual or \$XXX.XX monthly**) for the parking space shown on Exhibit B. Since the rental/moving trucks take up approximately three (3) spaces per truck, each truck will have a minimum of 3 spaces each.
- d) **Car Wash #X Facility:** A charge of (**\$XX,XXX annual or \$XXX.XX per month**) for the car wash facility **Car Wash #X** as shown on Exhibit 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.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XXI, or via email to mlandry@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 – Abatement of MAG (Minimum Annual Guarantee)

The obligation of Concessionaire to pay the MAG may be abated by the Airport in its sole discretion upon written request submitted by concessionaire to the Airport and upon written approval of the Airport Manager upon the occurrence of one of the following:

A. Decline in Passenger Count.

The number of deplaning passengers on scheduled airline flights at the airport during any three consecutive reporting months shall be less than seventy-five percent (75%) of the number of such deplaning passengers in the same consecutive reporting months of the preceding year; or

B. Adverse Effect of Other Circumstances.

In the event the concessionaire demonstrates to the Airport, in a manner the Airport determines in its sole discretion determines to be satisfactory, that the concessionaire's gross receipts have materially diminished through no fault of its own, during a period of at least thirty (30) consecutive days and Airport determines that the operation of concessionaire's operation at the airport has been adversely affected for such period by shortages or other disruptions in the supply of automobiles, gasoline or other goods necessary for its operations through no fault of concessionaire.

During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The abatement will cease in the first month that the number of deplaning passengers exceeds eighty (80%) of deplaning passengers for the corresponding two months of the immediate preceding contract year or of the first contract year.

ARTICLE VII - Entry by Concessionaire

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

ARTICLE VIII - Service Standards

Concessionaire agrees:

- a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
- b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.

- c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. 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 IX - 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) allow vehicles to be parked in unauthorized areas;
- g) operate vehicles in excess of the posted speed limits while on Airport premises.

ARTICLE X - Non-Liability of County

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

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

ARTICLE XI - Unauthorized Solicitation

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or 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 XII - 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 XIII - 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 XIV - Termination by County

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

- a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.
- b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.
- c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

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

ARTICLE XV - Termination by Concessionaire

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the 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.

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 XVI - View of Concession

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

ARTICLE XVII - Assignment and Subletting

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

ARTICLE XVIII - Approval

Concessionaire has examined and approved the facilities Concessionaire will occupy.

ARTICLE XIX - Laws of Texas Apply

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

ARTICLE XX - Remedies

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

ARTICLE XXI - Notices

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

ARTICLE XXII - Force Majeure

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

ARTICLE XXIII - Waiver

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

ARTICLE XXIV - Non-Discrimination

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARTICLE XXV - Affirmative Action Program

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

ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements

Jack Brooks Regional Airport has established a current annual ACDBE goal of 0.16% ACDBE participation for this Concession Agreement.

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the concession agreement.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE firms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;
- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;

- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire’s commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending September 30th to include the following information on all firms/suppliers participating in the concession:

Vendor Name	Vendor Mailing Address	ACDBE Certified	Total Amount Spent with Vendor
		Y or N	
		Y or N	
		Y or N	
		Y or N	

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Landry
 Jack Brooks Regional Airport
 5000 Jerry Ware Drive,
 Beaumont TX, 77705
 Office: 409-719-4900
MLandry@Co.Jefferson.Tx.Us

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

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

LESSEE

RENTAL CAR COMPANY XYZ, LLC By: _____

LESSOR

JEFFERSON COUNTY TEXAS By: _____

Jeff Branick, County Judge

Exhibit A – Counter Location

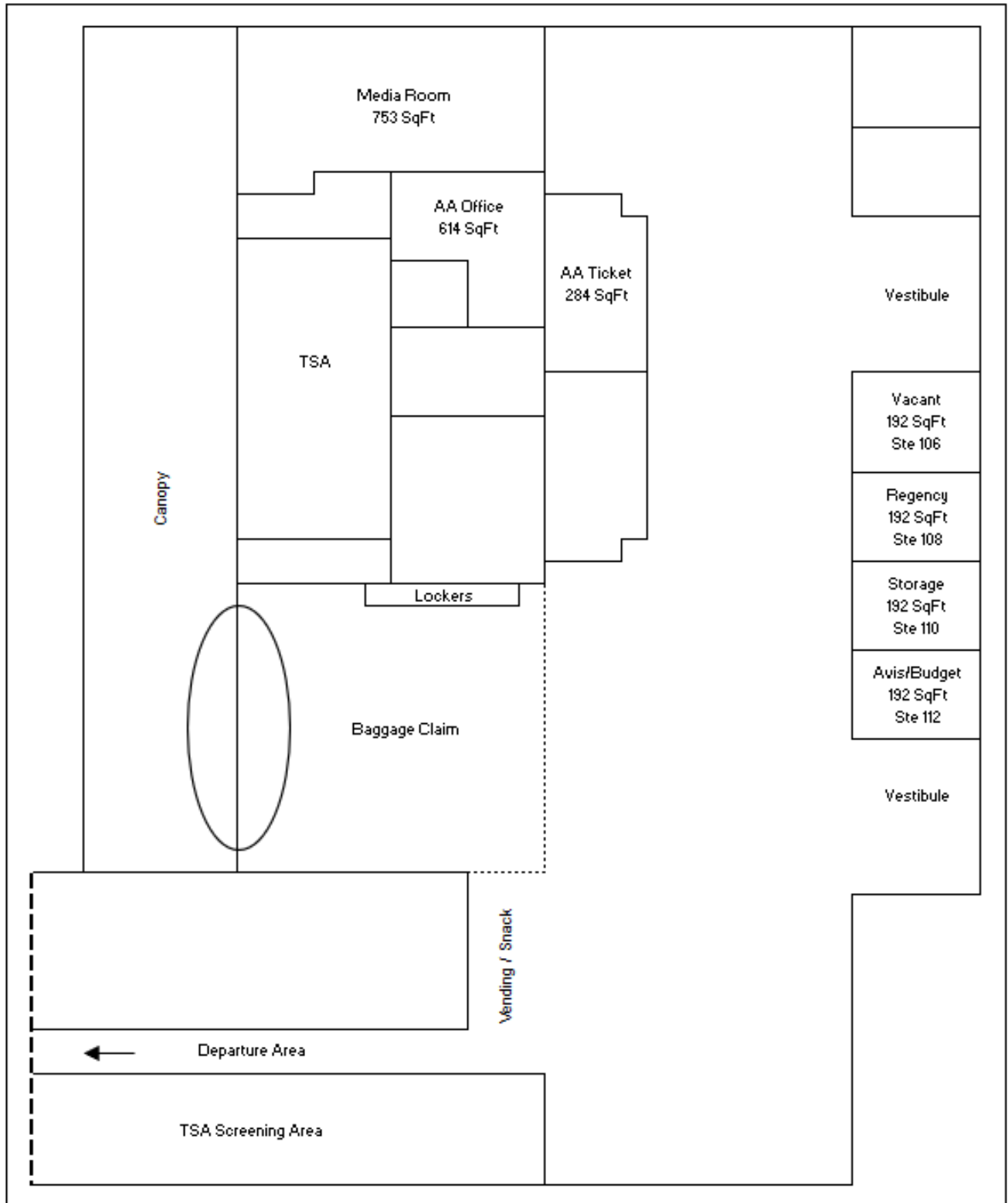


Exhibit B – Rental Car Parking Lot



Exhibit C – Car Wash – Ready Return Area



Exhibit D – Concessionaire Bid Sheet

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	\$ X,XXX	\$ XX,XXX
Year 2	\$ X,XXX	\$ XX,XXX
Year 3	\$ X,XXX	\$ XX,XXX
Year 4	\$ X,XXX	\$ XX,XXX
Year 5	\$ X,XXX	\$ XX,XXX
Total Five Year MAG		\$ XXX,XXX.XX
	Number of Spaces	Annual Parking (Spaces x \$108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 76)	XX	\$ X,XXX
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	XX	\$ X,XXX
	Mark X	Annual Amount
Car Wash Area 2	Area #X	\$ XX,XXX
Annual Terminal Office/Counter		\$ X,XXX
Annual Terminal Storage		\$ X,XXX
TOTAL BID AMOUNT		\$ XXX,XXX