



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 18-061/YS

IFB Title: Automobile Rental Concessions at the Jack Brooks Regional Airport

IFB Due: **11:00 am CDT, Tuesday, February 26, 2019**

Addendum No.: 4 (four)

Issued (Date): February 19, 2019

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: Revision to Article V – Fees, Charges, and Rental.

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:

Authorized Signature (Bidder)

Witness

Title of Person Signing Above

Witness

Typed Name of Business or Individual

Approved by _____ Date: _____

Address

Addendum No. 4

Revision to Article V – Fees, Charges, and Rental

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, either ten percent (10%) of the Monthly Gross Revenue received by Lessee for the operation of the Airport car rental concession under this agreement **from users generated by the Airport**, or a payment of one-twelfth (1/12) of the Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement, whichever amount is greater. Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "users generated by the Airport" shall mean those customers, who do not reside in the local community and or could be reasonably assumed to patronize said rental car business from the direct service of the airlines serving the airport. It will be the responsibility of the concessionaire to provide sufficient documentation, upon request, to substantiate concessionaire's calculation.

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.