

The Commissioners' Court of Jackson County, Texas is requesting sealed proposals for the following:

Jackson County Airport - Fixed Base Operator (FBO)

Specifications may be obtained on the County's website at www.co.jackson.tx.us under Bid Notices & Results.

Proposals shall be received by Michelle Darilek, County Auditor, 411 N Wells, Room 201, Edna, Texas 77957, until **Wednesday, November 17th at 2:00 P.M.** The Commissioners' Court shall review the proposals and meet with those parties being considered for the airport fixed base operator for any further negotiations or clarifications of terms as necessary. Depending on the time required for evaluation of proposals, it is anticipated that the Commissioners' Court will consider the airport fixed base operator on Monday, November 23, 2021 at the regularly scheduled Commissioners' Court meeting.

The outside of the envelope shall be plainly marked:

County Airport Fixed Base Operator

The Commissioners' Court shall have the right to reject any and all proposals, or to waive any informality in proposal or proposals as may be deemed in the best interest of Jackson County.

Michelle Darilek, CPA
Jackson County Auditor

Publish on: November 3, 2021
 November 10, 2021

REQUEST FOR PROPOSAL

JACKSON COUNTY AIRPORT

FIXED BASE OPERATOR

The Jackson County Commissioners' Court requests proposals from qualified individuals/firms to provide fixed base operation (FBO) services at the Jackson County Airport. The Jackson County Commissioners' Court will receive proposals at the office of the County Auditor located in Room 201, Jackson County Services Building, 411 N Wells, Edna, Texas 77957, until 2:00 PM, **November 17, 2021**.

FIXED BASE OPERATOR

LEASEHOLD DESCRIPTION:

The FBO leasehold will include any combination of 10,000 square foot large open hanger, 5,600 square foot maintenance hanger and/or up to fifteen (15) acres of land. Proposer should consider non-exclusive use requirements.

The County of Jackson currently performs some of the traditional FBO functions such as hangar services and Unicom operation. These operations will cease if an agreement is made as a result of this solicitation. Fuel sales FBO proposals are also accepted in this solicitation. The current fuel sale FBO agreement is due for renegotiation.

There is currently one 5,000-gallon aviation fuel tank on the premises. Land lease will be negotiated if needed for construction or installation of an aviation fuel storage facility that meets EPA, FAA, NFPA and all other regulatory standards.

SERVICES:

The County considers the following to be services the FBO could offer:

1. Management of the airport on a day-to-day basis including operating the Unicom system and providing all routine maintenance on the airport grounds. Rents from the six (6) T-hangar slots and the open hangar to be collected and retained by the FBO.
2. Airframe or power plant repair
3. Fueling: Fuel pumps and trucks must meet all applicable local and State codes and be approved for use by the local fire marshal.
4. Line service
5. Aircraft sales and/or rental
6. Flight instruction
7. Avionics
8. Aircraft storage
9. Air taxi and charter
10. Other as agreed on by contract

Hangar space, office area, restrooms, lounge area, automobile parking and other equipment shall not necessarily be accumulative for each service provided. Some areas will necessarily be considered "common" areas.

PROPOSAL FORMAT:

Format of the proposal is at the discretion of the proposer. The following items must be covered in the proposal:

1. Name, address, and location of the proposer to include:
 - Entity name and address,
 - Names and addresses of principal stockholders or partners,
 - If corporation or proposer is a subsidiary of another company or corporation, names and addresses of the parent company and principal stockholders.
2. Detailed information concerning previous experience in fixed base operations or activities relevant to the proposed operation.
3. Business plan and pro-forma financial statements for the first three years of operations of the leased premises. Business plan shall include:
 - a. All services that will be offered
 - b. Facilities and/or land desired to be leased
 - c. Equipment and special tooling to be provided
 - d. Number of persons to be employed
 - e. Periods (days and hours) of proposed operation
4. Financial statement of the entity for the immediate preceding year showing assets and liabilities; statement of income and statement of cash flow; and other financial data indicating stability and management of company.
5. Types and coverage of insurance the proposer will maintain.
6. Estimated compensation to the County.
7. Applicable FAA certificates.
8. Facility improvement and construction (if any) proposer is willing to undertake and time constraints in the lease term for completing improvements and construction.
9. Proposed term of lease; not to exceed five (5) years.

NOTE: In the evaluation process, proposed compensation will be used only to relate to other factors such as term of lease, and proposed facility improvement. The proposer with the highest compensation proposal may or may not be selected.

The County believes that the needs of the Airport and the FBO can best be met through negotiations. For that reason, the proposals, although a principal consideration in selecting an FBO, are not the only consideration. Selection criteria will include, but not be limited to:

- Qualifications and experience including reputation
- Economic impact to the county
- Allocation of resources, including personnel and property betterments
- Compensation to the County

THE JACKSON COUNTY COMMISSIONER S' COURT RESERVES THE RIGHT TO REJECT ANY AND/OR ALL PROPOSALS RECEIVED.

It is the intent of this request for proposals to solicit from interested parties recommendations and suggestions for innovative or unique arrangements whereby the objectives of the County can be achieved. No exclusive right can be extended to the proposer for any services or requirements. This is due to the provisions of U.S. Government funding arrangements administered through the Federal Aviation Administration.

For questions or information, contact Dennis Karl, Jackson County Commissioner, (361) 872-2345 or Michelle Darilek, Jackson County Auditor, (361) 782-2072.

FIXED BASE OPERATION LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF JACKSON

THIS LEASE AGREEMENT made and entered into as of this _____ day of _____, 2016, by and between **Jackson County, Texas**, a body politic, hereinafter referred to as Lessor, and _____, of _____ County, Texas, hereinafter referred to as Lessee.

WITNESSETH:

ARTICLE I

Lessee has been named Lessee as a Fixed Base Operator for the Jackson County Airport.

Lessor does hereby lease and rent unto Lessee, and Lessee does hereby lease and rent from Lessor, for the period of time hereinafter stated and in accordance with the terms, covenants, conditions and provisions hereinafter contained, the following described property located (the "airport") in Jackson County, Texas, to-wit:

1. Real property described on Exhibit "A" attached hereto and incorporated herein for all purposes.
2. The following improvements:
 - a) 10,000 square foot open hangar;
 - b) 5,600 square foot maintenance hangar;
 - c) Office space;
 - d) T-hangars;
 - e) Tank and pump for regular aviation fuel together with the fuel pits and hoses and any other equipment incidental thereto subject to payment of the remaining fuel in tank.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Regarding the automobile parking area on the above described tract, Lessee and Lessee's employees, agents, and customers shall have the full right to use said parking area in common with others, it being understood that Lessor reserves the right for its officers, agents and employees and others utilizing the airport to also park automobiles on said parking area.
2. Lessee and Lessee's employees, agents and customers shall have the full right to use said waiting room and restrooms in the airport hangar, it being understood that Lessor reserves the right for its officers, agents and employees and the general public to also have the use of said waiting room and restrooms.

3. Lessor reserves the right to inspect the airport at any time.

ARTICLE II

The term of this lease shall be for a period of five (5) years, commencing on the first day of November, 2016, and continuing through the 31st day of October, 2021.

ARTICLE III

The rental for said leased property shall be the sum of \$_____ per quarter with the first payment of which shall be due and payable on or before the first day of January, 2022, and a like payment due the first day of each quarter thereafter until the lease expires.

ARTICLE IV

Lessee shall use the leased property for the purposes hereinafter set out, to-wit:

1. Lessee shall manage day-to-day operations.
2. Lessee shall have the right to furnish at the lease premises, the following services, to-wit:
 - a) Flight instruction program.
 - b) Airframe and power-plant inspections and repairs by FAA certified mechanic.
 - c) Air taxi service.
 - d) Sale of regular and jet aviation fuel on a 24 hour a day basis with the use of the automated fuel system. Fuel pumps and trucks must meet all applicable local and state codes and be approved for use by the local fire marshal.
 - e) Sale of aviation products including oil, lubricants and aviation maintenance products, and food and beverage vending machines.
 - f) Storage of airplanes in said hangar and/or the rental of space therein to others for the storage of airplanes.
 - g) Line service.
 - h) Aircraft sales and/or rental.
 - i) Painting, interiors and detailing of aircraft. Paint facility to meet all State and Federal requirements.
 - j) Avionic installations and repairs.
3. Signage for the airport subject to approval of Jackson County Commissioner's Court.

ARTICLE V

For all services, Lessee's operation shall be open and services available for a minimum of five (5) days a week for at least eight (8) hours per day (9:00 A.M. to 5:00 P.M.), weather permitting. The Lessee may close major holidays and vacation days (not to exceed seven (7) vacation days per year).

ARTICLE VI

Regarding the furnishing of the services enumerated in Article IV above, it is agreed and understood as follows:

1. Lessee shall furnish good, prompt and efficient services to the public.
2. Lessee shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof.
3. Lessee shall operate the Unicom system (ground to aircraft communications).
4. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
5. Lessee shall provide space, not hangar space, to Lessor for parking equipment and vehicles at the airport during a storm, hurricane or other emergency.
6. Lessee shall comply with all the terms and conditions of the contract.
7. Lessee shall have the right to refuse services to any person that Lessee believes will be, or conduct activities that will be, detrimental to public health, safety, or welfare or who may create a nuisance or expose Lessee or Lessor to liability.
8. Lessee shall monitor and record storm water runoff.

ARTICLE VII

Lessee, in carrying out the terms of this agreement and in exercising any of the rights or privileges herein granted to him, shall not on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner. Lessor is hereby granted the right to take any such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this nondiscrimination covenant.

ARTICLE VIII

It is understood and agreed by Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on said airport from performing any services on his, her or its own aircraft with his, her or its own regular employees (including, but not limited to maintenance and repair) that they or it may choose to perform, provided the conduct of such services are in compliance with all applicable laws, rules and regulations and will not create a dangerous condition or expose Lessee or any other party to liability from such activities.

ARTICLE IX

Lessee hereby agrees to protect, indemnify and hold Lessor harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred by Lessee in defense of same) arising in favor of governmental agencies or third parties (including, but not limited to, employees of Lessee) on account of permits, claims, debts, personal injuries, deaths or damages to property, and without limitation by enumeration, any and all other claims or demands of every character occurring or in anywise incident to or in connection with or arising out of the covenants performed (or to be performed) by Lessee under and pursuant to the terms of this agreement, or arising out of any other conduct of Lessee at the airport.

ARTICLE X

Lessee shall at all times carry insurance coverage as follows:

1. Airport Liability of at least \$500,000.00 for each person and \$1,000,000.00 for each occurrence for bodily injury or death and \$250,000.00 for each occurrence for injury to or destruction of property, which coverage shall include insurance coverage for any flight instruction program, any rental of aircraft, services or aircraft mechanics and inspectors, air taxi service, sale of fuel, oil and lubricants and any and all other services and/or products that Lessee offers to the public. Such insurance may contain a deductible of up to \$50,000.00.
2. An additional insured enforcement must be included extending all insurance coverage to Jackson County, as owner of the airport.
3. In the event the Texas Tort Claims Act should ever be amended so as to increase the limits or scope of liability of any governmental entity, then the foregoing insurance coverage shall be increased to at least equal the limits and cover the scope of Lessor's liability under such act.

All of such insurance must meet with Lessor's reasonable approval, and prior to taking possession of the leased property, Lessee shall furnish Lessor with a Certificate of Insurance (with 10 day notice clause) showing it has such insurance; and if requested by Lessor, Lessee shall submit its insurance policies to Lessor for inspection. Lessee shall list Jackson County on the insurance policy and include provision for notification to Jackson County in the event of termination of coverage by lessee.

Lessee shall require each airplane owner who hangars its airplane in the Jackson County hangars to provide proof of liability insurance in the minimum amount of \$500,000.00. This proof of insurance will be kept on file and will be available for viewing for each airplane hangar. Should airplane owner be unable or unwilling to obtain said insurance, Lessee shall obtain a written waiver whereby airplane owner accepts full responsibility for any and all damage and holds both Lessor and Lessee harmless from any claims.

ARTICLE XI

In the event of breach by Lessee of one or more of the terms, covenants and/or conditions to be performed hereunder, Lessor shall notify Lessee of such matters causing such breach, whereupon Lessee shall have ten (10) days from the receipt of notice to remedy such breach, or such further reasonable period of time as may be necessary to render such breach, if it cannot be remedied in such ten (10) day period, provided Lessee diligently cures such breach, provided that for such things as Lessee should do, or discontinue doing, or correct, which create a danger or are derogatory to aviation activities, in which event the breach shall be cured by Lessee immediately. In the event Lessee fails to remedy any such breach within the specified time, then Lessor may, at its option, terminate this Lease Agreement in its entirety. Failure of Lessor to so terminate this Lease Agreement in any one instance of breach shall not constitute a waiver of Lessor's right to so terminate this Lease Agreement in any subsequent instance of breach.

The term derogatory, as herein used, shall mean those things which hinder or render aviation activities inconvenient.

ARTICLE XII

Lessee shall not assign this lease nor sublet the leased property without the written consent of Lessor, and said consent is not to be unreasonably withheld.

ARTICLE XIII

- Lessee shall timely pay during the term of this lease the electric bills for the runway, beacon lights and existing hangar facilities and any phones or data lines required. Lessor will be a guarantor
- on the electricity account.
- Lessee shall maintain and mow the area around the buildings, lights and runway.
- Lessee shall provide normal fuel pump maintenance.
- Lessee shall maintain the airport beacon and all necessary airport lights, except for major parts
- and repairs.
- Lessee shall pay any ad valorem taxes on personal property owned by Lessee.
- Lessee shall be responsible for disposing of all airport garbage and trash.
- Lessor shall maintain and mow the open area surrounding the airport facilities.
- Lessor shall provide maintenance to the public parking area.
- Lessor shall maintain insurance on the hangars.
- Lessor shall pay all ad valorem taxes on the real property (including improvements).
- Lessor shall provide maintenance of security gate.

ARTICLE XIV

Lessee shall require any Tenants of the hangars to use the facility to store aircraft inside the hangar. No other materials or objects may be stored in hangar by Tenants, unless written consent from Lessee. In no event will any fluids be drained from the aircraft onto the hangar floor. All areas are to be kept free of waste, garbage and other debris. No explosives, flammable substances, fertilizers, pesticides, herbicides or other hazardous materials may be stored in the hangar area, unless written consent from Lessee and Lessor. Painting is not permitted in the Tenant's hangars, unless written consent from Lessee. Open flame devices for any purposes (including heating the hangar space) are not allowed. There will be no major maintenance performed by tenants on their aircraft in the main or community hangar.

Disposal of fuel, solvents, oil, batteries or any other hazardous liquid within the airport premises is strictly prohibited. Any violation of existing laws will be submitted to the appropriate enforcement agencies and cause immediate termination of this lease.

Lessee shall provide names and addresses of tenants to Lessor on a quarterly basis.

ARTICLE XV

As to all publicly owned facilities at the airport, including but not limited to the runways, taxi ways and aprons, Lessor reserves the right with reasonable notice to Lessee, but shall not be obligated to, maintain, repair, or rebuild the same, together with the right to control all activities of Lessee in this regard, provided such activities do not unreasonably interfere with Lessee's rights hereunder.

ARTICLE XVI

Lessee represents that it has inspected all of the airport premises and improvements, including the property herein leased, and that it accepts the condition of same "as is" and fully assumes all risks incident to the use thereof. Lessor shall not be liable to Lessee for any damages or injuries to the property or person of Lessee which may result from hidden, latent, or other dangerous conditions on or at said airport.

ARTICLE XVII

Provided the same does not unreasonably interfere with Lessee's use thereof, Lessor upon reasonable notice to Lessee, reserves the right to further develop or improve any area of the airport as it sees fit, regardless of the desires or view of the Lessee, and with no interference or hindrance by Lessee. All improvements made by Lessee must be made with the permission of the Jackson County Commissioner's Court and said permission will not be unreasonably withheld. Lessee shall not erect or display any signs without the approval of Jackson County Commissioner's Court.

ARTICLE XVIII

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of said airport against obstruction.

ARTICLE XIX

Lessee shall maintain the airport facilities in good condition and, at the termination of this lease, shall deliver the same to Lessor in as good condition as same were in at the beginning of the term of this lease, or as same were in after any subsequent repairs or maintenance, loss by storm, accidental fire, inevitable accident, and normal wear and tear alone excepted. Lessee shall also keep the airport neat and clean at all times. Lessee shall operate in compliance with all State and Federal requirements.

ARTICLE XX

If the airport hangar should be destroyed, or damaged to such an extent as to make same untenable, by fire, act of God, accident or other casualty, Lessor may, at its option, either repair or rebuild the same or terminate the lease, provided however, that the lease shall continue if Lessee elects to rebuild the same. If Lessee so elects to rebuild, it may utilize any insurance proceeds it or the Lessor receives for such loss. If Lessor or Lessee elect to rebuild or repair said hangar, the rental shall be abated from the date of such damage or destruction to the date when said hangar has been rebuilt or repaired so as to make the same suitable for use and occupancy by Lessee for the purposes contemplated by this lease. If said hangar shall be damaged but shall remain tenantable and suitable for use by Lessee, then this lease shall continue in full force and effect and Lessor or Lessee as the case may be, shall promptly repair said hangar, provided that

from the date of such damage and until said hangar has been repaired by Lessor or Lessee, as the case may be, the rental shall be abated in proportion to the amount of floor space which is rendered unusable to Lessee.

ARTICLE XXI

It is understood and agreed by the parties hereby that the airport, together with all of its improvements, constitutes a public airport that has been built for the purpose of serving the public, and Lessee shall conduct its fixed base operation on this premise.

ARTICLE XXII

It is understood and agreed that this Lease Agreement is subject to and subordinate to and controlled by the provisions, stipulations, covenants, and agreements contained in those certain contracts, agreements, resolutions and actions of the Commissioner's Court of Jackson County, Texas, and the United States of America and/or the State of Texas, and their agents, including, but not limited to the Federal Aviation Administration and the Texas Aeronautics Commission, and all regulations now or hereafter imposed on Jackson County, Texas, (the "Governing Rules") the Lessor herein; and that this Lease Agreement and all of Lessee's operations hereunder shall be subject to and in accordance with all applicable laws, rules, regulations, orders and/or requirements of the Federal Government, the State of Texas, the Commissioner's Court of Jackson County, Texas, and any duly authorized governmental agency, including, but not limited to, the Federal Aviation Administration and the Texas Aeronautics Commission, as such laws, rules, regulations, orders and/or requirements now or hereafter exist (the "Governing Rules") and Lessor shall not be liable to Lessee on account of any of the foregoing matters; and all of the aforesaid laws, rules, regulations, orders and/or requirements, as the same now or hereafter exist, and all of the aforesaid contracts,

agreements, resolutions and actions of said Commissioner's Court are incorporated herein by reference. All obligations of the parties created herein are performable in Jackson County, Texas.

ARTICLE XXIII

Notwithstanding anything contained in this Lease Agreement which might be construed to the contrary, it is controllingly provided and understood and agreed by and between the parties hereto that this agreement is a lease in the strict legal interpretation, and that Lessee, while performing the services contemplated under this Lease Agreement, shall not be deemed or considered a servant, agent or employee of Lessor.

It is further expressly provided that either party hereto may terminate this contract for cause by giving thirty (30) days written notice to the other party. Cause for Lessee may include changes in the Governing Rules made by Lessor after the date hereof, which are unacceptable to Lessee.

All notices shall be provided to the parties at the following addresses:

Jackson County Judge's Office
115 W. Main Street, Room 207
Edna, TX 77957

EXECUTED in multiple originals as of this _____ day of _____, 2021.

Lessor:

JACKSON COUNTY, TEXAS

BY: _____

JILL SKLAR, County Judge
Jackson County, Texas

ATTEST:

KATE BROOKS, County Clerk
Jackson County, Texas

Lessee:

