BANDERA COUNTY, TEXAS -- REQUEST FOR SEALED PROPOSALS/BIDS REGARDING LEASE OF COUNTY-OWNED PROPERTY FOR THE ANNULAR SOLAR ECLIPSE-OCTOBER 14, 2023
RFP # 22-1023

General Information and Requirements for Proposed Lease

1. Request for Sealed Bids
Bandera County, Texas, acting by and through its governing body, the Bandera County Commissioners Court, hereby issues this Request for Sealed Proposals/Bids Regarding Lease of County-Owned Property For the Annular Solar Eclipse To Take Place On or About October 14, 2023, RFP # 22-1023 (hereafter “October 14, 2023 Ring of Fire”) for the County’s lease of certain Property known as Mansfield Park located at 2886 State Highway 16 N., Bandera County Texas.

The County shall give public notice of this Request for sealed bids in the manner required by law and the sealed bid procedure approved by the Commissioners Court regarding this matter.

2. County-Owned Property
Bandera County owns 44.7 acres out of survey 60, Hendrick Arnold, in Bandera County, Texas. (See metes and bounds description attached as Exhibit A) which has an address of 2886 State Highway 16 N., Bandera County, Texas. Bandera County proposes to lease such property and improvements (excluding the Show Barn, which is currently under lease by Bandera County Junior Livestock Association, Lessee¹) in an effort to minimize the effects of the influx of visitors to Bandera County, Texas for the October 14, 2023, Ring of Fire, Annular Eclipse. Bandera County will accept for review timely submitted Responses to this request for sealed bids. Any response to this Request shall include the following dates, at a minimum, within the term of the lease: October 12, 2023, October 13, 2023, October 14, 2023 and October 15, 2023.

3. Requirements for Response
The Response should contain sufficient descriptions of the lease provisions proposed, with the Response at minimum describing the following required items which will be included in components of the proposed lease using the drafting language appearing below or other language deemed sufficient by Respondent to adequately describe those matters for the proposed lease instrument:

(a) Identification of the Parties -- The lease should correctly identify the Parties (i.e., the County as Landlord – and Respondent as Lessee), and the contact information for each Party of the lease. For the County, its Party identification information is: Landlord, Bandera County, Texas, c/o County Judge, Hon. Richard Evans, Bandera County Courthouse, 500 Main Street, First Floor, Bandera, Texas 78003 (Telephone 830-796-3781). For the Respondent, the Response must show Respondent’s business name, principal

¹ Respondent will need to contact the Bandera County Junior Livestock Association if Respondent wants to lease the Show Barn.
business address, email address, and telephone numbers (voice and facsimile). The Response must include the name of any individual or agent representing the Respondent with regard to this Request, and that person’s title, telephone number, and email address.

(b) Leased Premises -- The leased premises description must contain the following information: 44.7 acres out of survey 60, Hendrick Arnold, in Bandera County, Texas. (See metes and bounds in Exhibit A), and improvements located thereon including the rodeo arena, the blue Rec Hall, the RV Park, the front Pavilion, and plumbing and electrical installations associated with such improvements and facilities. (This does not include the Show Barn.)

(c) Lease term. The term of the lease shall include the following dates, at a minimum: October 12, 2023, October 13, 2023, October 14, 2023 and October 15, 2023.

(d) The Consideration to be paid to Bandera County for the lease.

(e) The Response must contain a description of Respondent’s work history and years of experience, including the following:

A comprehensive list of event(s) previously organized by the Respondent, including:

whether such event(s) was/were (a) Mass Gathering(s),
the date(s) of the event(s),
the name of the event(s),
the occasion(s),
the number of visitors or attendees to the event(s), and
what if any permits were required for the event(s.)

(f) A description of what the Respondent intends to provide in the way of activities and/or entertainment to occupy visitors on the day(s) when the eclipse is not occurring.

(g) A complete description of the security to be provided by the Respondent, including the number of individuals hired to provide the security and the hours and dates during which the security will be provided. In addition, a complete description of traffic control to be provided at the expense of the Respondent, providing the same information required for security.

(h) A complete description of the medical services to be provided by the Respondent, including the personnel by their qualifications, i.e., EMT’s, etc., the number of individuals hired to provide the medical services, the ambulances to be provided and the hours and dates during which the medical services will be available and provided.

(i) A description of the insurance to be obtained and maintained by the Respondent. There is a minimum requirement of $2,000,000.00 general liability and Bandera County must be included as an additional insured. A Certificate of Insurance showing Bandera County as an additional insured must be provided by the Lessee no later than September 12, 2023.

(j) A description of trash control, including the method by which the Respondent intends to control trash accumulation and disposal. This description much include, at a minimum, each day
Mansfield Park is leased by the Respondent. All trash must be removed no later than the day following the last day of the lease term.

(k) A description of Portable toilets to be provided by the Respondent, including the number and type, i.e., ADA, commercial, or full service, and all days such Portable toilets will be provided.

(l) A description of the mobile shower units to be provided by the Respondent, including the number and type and all days such mobile shower units will be provided.

(m) A description of the additional electrical sources to be provided by the Respondent.

(n) The Response must acknowledge the Respondent’s recognition that the Respondent will be required to follow and complete all applicable Mass Gathering permits.

(o) If not otherwise provided in response to the above criteria, the Response must contain a statement of interest for this Request, including a narrative describing the Respondent’s unique qualifications pertaining to the proposed lease.

(p) The Response must contain information sufficient to demonstrate Respondent’s financial ability and stability to comply with the provisions of the proposed lease.

(q) The Response must include answers to the following questions: Has Respondent, any principal or professional thereof, or any other person associated with Respondent for the purpose of providing authorized services, been involved in a dispute involving (i) mediation, arbitration and/or litigation, or (ii) an investigation by a professional board, or state or federal agency relating to Respondent’s business operations, owners, employees, or staff. If the answer to all or part of the above question is “Yes,” Respondent shall provide a detailed explanation of those events, the basis for the dispute or complaint, and the resolution of those matters.

(r) Conflict Disclosure. A Response shall contain sufficient statements and documents to show that, prior to or with the Response submission, Respondent timely filed with the appropriate government office regarding this Request all conflict disclosure statements, certificates of interested parties, or other documents required by: (a) Chapter 176 of the Texas Local Government Code; (b) Chapter 2271 of the Texas Government Code; and (c) section 2252.908 of the Texas Government Code and Title 1, sections 46.1, 46.3, and 46.5, of the Texas Administrative Code, relating to Form 1295/Texas Ethics Commission/Certificate of Interested Parties disclosure.

4. Format of Responses:
All Responses should be typed on 8.5 x 11-inch paper, but may include attached oversized drawings, photographs, or other documents at the discretion of a Respondent. Respondent must submit to the County: (a) the original Response, signed and executed by an authorized principal of the Respondent; and (b) six (6) copies of the Response.

5. Additional considerations:
The above required contents of a response do not include all provisions of the lease which will be required by Bandera County. Please note that, in addition, provisions in the lease will include but not be limited to the following.

Lessee shall: obey all lease provisions, obey all laws relating to the use, maintenance of condition, and occupancy of the leased premises by Lessee; and obey any requirements imposed by utility companies serving or insurance policies covering said premises.

Lessee shall be responsible for paying for all expenses involved in providing everything described in response to paragraphs (d) through and including (q) above.

Lessee shall be responsible for obtaining and paying for any and permits necessary to provide the requirements listed in this request and the lease.

Lessee shall allow Landlord to enter the leased premises to inspect said premises during the lease term to verify and confirm lease compliance and that the public purposes associated with the lease are being accomplished.

Lessee shall vacate the leased premises on the last day of the lease term except to complete trash accumulation and removal.

To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless Landlord for all claims, actions, judgments, damages, and expenses (including attorney’s fees, court costs, interest, and other expenses) proximately caused by, related to, or arising from Lessee’s (a) use, occupancy, or possession of the leased premises, and/or (b) any conduct, act, or omission committed by Lessee (including its employees, agents or subcontractors and/or third parties) on or regarding the leased premises.

To the extent permitted by law, Lessee shall release and indemnify Landlord or from and regarding (a) all claims or liabilities for damage to the leased premise caused by the operations and activities of Lessee, and (b) all damage to or for the loss of personal property thereon.

Lessee shall not use the leased premises (as well as the common areas, outside grounds, and the parking areas) for any purpose other than the permitted uses described in the lease; or in any way that would void insurance on said premises.

Lessee shall not create a nuisance.

Provisions regarding default, termination, and remedies.

The Lease will also include the following:

“AS IS, WHERE IS, WITH ALL FAULTS” LEASE -- LESSEE IS LEASING THE LEASED PREMISES IN AN ARM’S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS, WITH ALL FAULTS” TRANSACTION AND REFLECTS THE
AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. LESSEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN TENANT’S INSPECTION OF THE LEASED PREMISES AND THE REPRESENTATIONS EXPRESSLY CONTAINED IN THIS LEASE. LESSEE RELEASES LANDLORD/LESSOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY ARISING UNDER THE (A) COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (“CERCLA”), THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (B) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON LANDLORD IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

LESSEE FULLY INSPECTED THE LEASED PREMISES PRIOR TO THE EFFECTIVE DATE AND ENTERING INTO THIS LEASE, AND FURTHER, DECLARES THAT SAID PREMISES ARE FIT AND IN ALL THINGS ACCEPTABLE FOR THE PERMITTED USE DESCRIBED IN THIS LEASE. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM LANDLORD’S/LESSOR’S OWN NEGLIGENCE OR THE NEGLIGENCE OF ITS REPRESENTATIVE.

Governmental Immunity -- A provision should be included to establish that the lease is subject to a proper application of all protections afforded Landlord under the doctrine of governmental immunity;

Supporting Authority -- Provisions will be included describing the supporting authority for the parties to engage in the lease, including Article V, Section 18 of the Texas Constitution, Section 263.007 of the Texas Local Government Code, and other authority deemed appropriate by the Parties.

Other Provisions – Other provisions may be submitted for consideration in the Response regarding any issue deemed relevant by a Respondent.

6. Copies of Request

Copies of this Request may be obtained from the Hon. Richard Evans, County Judge, Bandera County, Texas, Bandera County Courthouse, 500 Main Street, Bandera, Texas 78003, (830) 796-3781 (Telephone). This Request may be downloaded from the County’s internet website at www.banderacounty.org.

7. Inquiries
The County will try to answer written questions concerning this Request, but shall not be obligated to do so. Questions regarding this Request must be submitted to the County on or before January 26, 2023, at 3:00 p.m. County local time. Questions about this Request shall be delivered in writing to the Hon. Richard Evans, County Judge, Bandera County, Texas, Bandera County Courthouse, 500 Main Street, Bandera, Texas 78003, or countyjudge@banderacounty.org. The foregoing shall not limit the County’s right to issue addenda to the Request prior to opening of Responses, or to delay the date and time of said opening, in order to ensure that all potential Respondents are aware of and have had sufficient time to consider the addenda.

8. Inspection

Should a proposed Respondent desire to inspect the leased premises prior to the submission of a Response, please contact the following County representative, Commissioner Jack Moseley (830) 522-1500 no later than seven days before January 4, 2023 in order to schedule the inspection of the leased premises. All inspections shall take place on January 4, 2023 between the hours of 1:00 p.m. to 4:00 p.m. County Local time.

9. Public Information

The County is subject to compliance with Chapter 552 of the Texas Government Code, the Texas Public Information Act. Any information submitted by a Respondent to the County is presumed to be public information and available to the public. Any information submitted to the County that a Respondent considers confidential must be marked “CONFIDENTIAL.” If a request is made to review or obtain copies of the information marked Confidential under the Texas Public Information Act, the County will endeavor to advise the Respondent of the request. If requested by the Respondent, the County will ask for an Open Records Decision or ruling from the Office of the Texas Attorney General, as authorized by law; however, the Respondent, at Respondent’s sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and submitting briefing to the Office of the Texas Attorney General to support Respondent’s non-disclosure position.

10. Waiver of Formalities

The County, to the extent permitted by law, reserves the right to: (a) reschedule, extend, or cancel this Request at any time; (b) reject any or all Responses; (c) waive any formality or irregularity in connection with the requirements of a Response; and (d) consider a Response not made in compliance with this Request, although the County will have no obligation to consider a noncompliant Response. The Commissioners Court may reject any and all bids submitted regarding the proposed lease.

11. Exceptions

Respondents shall read and understand all terms and conditions in this Request. Exceptions to this Request, if any, must be submitted to the County at the time that a Response is submitted.
and not during the lease award process. By submitting a Response to this Request, a Respondent acknowledges it has read and understands the Request.

12. No Reimbursement for Costs

The County will not reimburse a Respondent for any costs incurred in or as a result of responding to this request and/or the selection process.

13. Submission and Opening of Responses

Each Response to this Request shall follow the requirements stated above and, with six (6) copies, be: (a) sealed (i.e., constituting a sealed bid Response); (b) marked on the outside of the submission envelope with “Response of (Insert Name of Respondent) to Bandera County, Texas – Request for Sealed Bids Regarding Lease of County-Owned Property For the Annular Solar Eclipse–October 14, 2023, RFP # 22-1023; and (c) addressed and timely delivered by mail, courier, or hand-delivery as follows:

For hand or courier delivery: to the Hon. Richard Evans, County Judge, Bandera County, Texas, Bandera County Courthouse, 500 Main Street, Bandera, Texas 78003;

for mailing: same notations on outside of submission envelope but address being to: Hon. Richard Evans, P.O. Box 877, Bandera, Texas 78003.

All responses shall be delivered in accord with the above on or before February 9, 2023 at 3:00 p.m., County local time. Responses delivered after that deadline are subject to rejection by the County.

Responses properly delivered to the County shall be opened and read aloud by the Commissioners Court at its public meeting on February 23, 2023 at 10:00 a.m., County local time, at the Bandera County Courthouse, County Courtroom, 500 Main St., Bandera, Texas 78003. Thereafter, the Commissioners Court may conduct the evaluation of the Responses and award the proposed lease. The County may reject any or all submitted Responses and may rely on all protections afforded the County within the competitive procurement procedure allowed by law.

The evaluation and award will be announced on March 9, 2023 at the public meeting of the Commissioners Court which begins at 10:00 a.m., County local time.

14. Criteria for Evaluation

The criteria for evaluation of the Responses are described in this Request. The County, acting by and through its Commissioners Court and using its lawful authority, discretion and best business judgment, shall determine the Lessee for the subject lease.

15. Respondent Lease Instrument

After the proposed lease is awarded to the bid award Respondent, the lease instrument will be
drafted, approved, and executed by the Parties in the manner required by law, using the components and issues herein described for the subject lease.

[END OF REQUEST]