



2024-RFP-AIRPORT-001

Airport Fixed Based Operator

The Ector County Commissioners Court is requesting proposals for Fixed Based Operator Services. The successful proposer shall propose to lease from Ector County two areas of the airport and enjoy exclusive use of the property during the term of the contract.

Airport Fixed Based Operator, ID 2024-RFP Airport-001

RELEASE DATE: March 26, 2024

PRE-PROPOSAL MEETING: April 8, 2024 at 3:30pm at the Ector County Commissioner's Courtroom, Courthouse Annex located at 1010 E. 8th Street, Odessa, Texas 79761 or virtually through TEAMS invite.

DEADLINE FOR QUESTIONS: April 10, 2024 at 5:00pm

RESPONSES to QUESTIONS: April 15, 2024, 5:00 pm

Proposal Deadline and Opening of Proposals will be on April 24, 2024 at 2:00pm.

SEALED RESPONSES CAN BE SUBMITTED VIA MAIL OR HAND DELIVERY TO THE PURCHASING DEPARTMENT:

Attn: Lucy Soto
1010 E. 8th Street, Room 110,
Odessa, Texas 79761

See attached bid specifications and conditions

ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY QUALIFIED BID OR REJECT ANY OR ALL BIDS

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

Table of Contents
Airport Fixed Base Operator 2024-RFP-011

1. GENERAL CONDITIONS	3
2. PURCHASE PROVISIONS	7
3. GENERAL PROVISIONS	11
4. SPECIFICATIONS.....	18
5. PROPOSAL SUBMITTAL	22
6. VENDOR QUESTIONNAIRE	22

Attachments:

B - Appendix A – FBO Experience History

If any of the above items are not included, you should immediately contact the Ector County Purchasing Department located at 1010 E. 8th Street, Room 110, Odessa, Texas 79761 in person or by mail, by calling 432-498-4020, or by email at lucy.soto@ectorcountytexas.gov, and request the missing information.

Ector County assumes no responsibility for omissions or duplications because of the arrangement of the bid document's conditions and/or specifications.

1. GENERAL CONDITIONS

The Ector County Commissioner's Court is requesting proposals from qualified proposers to lease portions of the facilities at the Ector County Airport in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

1.1. Purpose

The purpose of these specifications is to provide sufficient information to allow proposers the opportunity to submit proposals for leasing, operating the fuel concession, and related services.

1.2. Contacts

Any questions concerning technical product specifications or the proposal document, or the preparation of proposals prior to the proposal opening date should be directed to Lucy Soto, Ector County Purchasing Agent at lucy.soto@ectorcountytexas.gov.

- A. A complete proposal consists of the return of the proposal, attachments, certifications, enclosures herein, properly, and legibly executed, and responses to the technical section.
- B. It is understood that Ector County reserves the right to accept or reject any/or all proposals and to waive any technicalities as it shall deem to be in the best interest of Ector County. Receipt of any proposal shall under no circumstances obligate Ector County to accept the best/lowest proposal for the county.
- C. Late Proposals: Proposals received in the Ector County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Ector County is not responsible for unmarked proposals; proposals delivered to the wrong location, lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt.
- D. Deadline Extensions: Ector County reserves the right to make a judgment call to extend any deadline. All deadline extensions will be posted as an addendum on the Ector County website. If there is an unforeseen event causing the County to close for business or delay opening, the submission deadline may be extended. If the unforeseen event causes delays in carrier service operation, the County may issue an addendum to extend the deadline.
- E. Altering Proposals: Proposals cannot be altered or amended after proposal closing. Any alteration or erasure made before proposal closing time must be initialed by signer of the proposal, guaranteeing authenticity. After the due date, proposals become the property of Ector County.

- F. No oral, no emails or facsimile proposals will be considered.
- G. A proposal may not be withdrawn for a period of ninety (90) days after proposal closing and proposers so agree upon submittal of their proposal.
- H. **Opening of Proposals:** Proposals will be received and publicly opened at the location, date and time stated on the first page of this Request for Proposals. Proposers, their representative, and interested persons may be present. Trade secrets and such confidential information contained in the proposal and identified as such by the proposer shall not be disclosed at any time, unless required by law.
- I. **Addendum:** Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Ector County Purchasing Department. Addenda will issued through the eProcurement Portal.
- K. **Preparation of Response to Proposal:** Proposers are required to submit a complete solution that satisfies all requirements. Any proposal not conforming to the specifications may be rejected.

L. Contract: N/A

- M. **Change Order:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.
- N. Proposer must comply with all federal, state, County and local laws governing or covering this type of service.
- O. The fact that a manufacturer chooses not to produce equipment and/or provide services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Where deviations from the specifications contained herein are necessary, the proposer shall state why, in their opinion, the product and/or services they offer will render equivalent reliability and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of proposal.
- P. Any exceptions to the specifications shall be noted in the proposal response.
- Q. By submitting a proposal the proposer agrees to all specifications and conditions.**

1.3. **Additional General Conditions**

- A. It is the responsibility of the proposer to familiarize themselves with the facilities and needs of the County in this proposal.
- B. A service level of 98% must be maintained for all the proposal items. Service level will be based on first time receipt.

1.4. Period of Contract

The successful proposer will be awarded a contract effective for five (5) years starting October 1, 2024..

1.5. Pricing N/A

- A. Bid as submitted by the successful proposer shall increase annually, not to exceed 39%.

1.6. Basis for Award

- A. The award will be made to the proposer(s) whose proposal is determined to be the best value for Ector County.
- B. The County reserves the right to award this contract to the proposer(s) that demonstrates the best ability to fulfill the requirements and needs of Ector County. The successful proposer(s) shall commence work only after the approval of a completely executed contract.
- C. Ector County reserves the right to accept or reject any qualified proposal or to reject any and all proposals, and to waive minor informalities. The County is not liable for any costs incurred by the proposer.
- D. The County reserves the right to negotiate with any or all proposers, and reserves the right to award a contract to a Proposer other than the proposer submitting the highest lease payment amount and/or award without negotiations.
- E. The proposal evaluation shall be based on, but not limited to the following factors: lease payment amount, experience of the proposer, financial status of the Proposer; Special needs and requirements of Ector County; Proposer's past performance record with Ector County; and Ector County's evaluation of proposer's ability to provide the products and services.
- F. Evaluation Criteria: Evaluation Criteria shall include, but not limited to, the following items:
 - 40%-Experience
 - 40%- Payment amount to Ector County
 - 10%-References
 - 10%-Past performance Experience with Ector County

1.7. Qualification of Proposer

Proposer must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product or services in accordance with the terms and conditions of the specifications.

Only proposers who can demonstrate to the satisfaction of the County that they are authorized to sell the proposal items or provide the services requested will be considered.

1.8. Protests

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days before proposal opening, and protests after award must be submitted within ten (10) calendar days after award by the Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days after date of receipt. Any appeal of the Purchasing Agent's decision must be made within in ten (10) calendar days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. The appellant shall be notified of the time and place the appeal is to be heard by the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal.

2. PURCHASE PROVISIONS

2.1. Risk of Loss

Proposer shall bear the risk of loss. Proposer agrees that it shall maintain adequate insurance on items included in this proposal as well as completed operations coverage for customers of the proposer/County.

2.2 Insurance

During the term of the Lease, Lessee will keep and maintain in full force and effect insurance as follows:

- (a) Owner's Tenant's and Landlords' Liability Insurance, including premises and products (includes sales of new and use aircraft, parts and repair, and aviation fuel and oil) of \$6,000,000.00 combined single limit per occurrence for bodily injury and property damages:
- (b) Commercial and Comprehensive Liability in the amount of: \$6,000,000 each occurrence to include products/completed operations: to include personal/advertising injury and \$100,000.00 fire damage:
- (c) Workers Compensation Insurance with no less than the statutory limits required by Texas law: and Employer's Liability Insurance in the amount of \$6,000,000 per occurrence:
- (d) Hanger Keeper's Liability Insurance with limits of \$6,000,000 per occurrence;
- (e) Automobile Insurance with a \$6,000,000.00 combined single limit per occurrence to include On-Premises Auto limit; and
- (f) Real and personal property coverage in the amount agreed upon by the parties.

2.3. Relationship

The relationship between the parties to this proposal shall be that of landlord. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

2.4. Taxes

All fees due to the proposer under this contract are exclusive of any taxes legally imposed on the licensing, delivery or use of items purchased. All taxes including any sales, use or import taxes are the responsibility of and shall be paid by proposer.

Proposer hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items covered in the bid

2.5. Notice and Assistance Regarding Patent and Copyright Infringement

In the event of any claim or suit against the County on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the proposer shall defend the County against any such suit or claim and hold the County harmless from any and all expenses, court costs and attorney's fees in connection with such claim or suit. The proposer's liability insurance shall cover the proposer's and County's obligations under this paragraph.

2.8. Termination

Ector County may, subject to the provisions below, by written notice of default to the proposer, terminate the whole or any part of this contract in any one of the following

circumstances:

- A. If the proposer fails to perform within the time specified herein or any extension thereof; or .
- B. If the proposer fails to perform any of the provisions of this proposal such action shall constitute a breach of contract, in which case, Ector County, at it's discretion, may require corrective action within a period of five (5) days (or such longer period as Ector County may authorize in writing), after receipt of notice from Ector County specifying such breach. Failure to make correction as required by Ector County shall constitute a default. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the proposer under this contract shall, at the option of the County, become its property and the proposer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- C. Notwithstanding the above, the proposer shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the proposer, and the County may withhold any payments to the proposer for the purpose of set-off until such time as the exact amount of damages due the County from the proposer is determined.
- D. Ector County reserves the right to terminate the contract immediately in the event the successful proposer fails to perform in accordance with the accepted proposal.
- E. Continuing non-performance of the proposer in terms of specifications shall be a basis for the termination of the contract by Ector County.
- F. The termination notice shall state the reasons for cancellation of contract.
- G. Upon default by the proposer, Ector County may enforce the performance of their contract in any manner provided by law, and at it's option, may contact with another party with or without solicitation of proposals or further negotiation.
- H. At a minimum, proposer shall be required to pay any difference in the cost of securing the services covered by this contract from another source, plus reasonable administrative costs and attorney's fees.
- I. In the event Ector County terminates this contract in whole or in part, as above provided, Ector County may procure, upon such terms and in such manner as Ector County may deem appropriate, services similar to those so terminated, and the proposer shall be liable for any excess costs for such similar services, provided that the proposer shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.
- J. Ector County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the proposer.
- K. The proposer, in accepting the contract, agrees that Ector County shall not be liable for damages in the event that Ector County declares the proposer in default hereunder.

2.10. Inspection

Proposer shall make the necessary inspections to familiarize themselves with all existing conditions involving each County facility, which may effect the performance of this contract. Failure on the part of the proposer to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the contract price or the period of performance after award is made.

2.11. Errors or Omissions

Due care and diligence have been used in preparation of this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein, shall rest solely with the proposer. Ector County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the proposer to determine the full extent of the exposure.

In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this contract shall remain in effect and be binding on the successor company(ies) at the County's option.

3. GENERAL PROVISIONS

3.1. Venue

The obligations of the parties to this contract are performable in Ector County, Odessa, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Odessa, Texas.

3.2. Governing Law

This contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

3.3. Legal Construction

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this contract.

3.4. Assignment

This contract cannot be assigned without the prior written consent of both parties.

3.5. Counterparts

This contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.6. Captions

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

3.7. Successors and Assigns

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this contract, their assigns.

3.8. Non-Discriminatory Policy

Proposer agrees that as to all of its programs and activities conducted on the subject premises; it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

3.9. Compliance with Applicable Laws

The contract is subject to all legal requirements of Local, State, and Federal laws and proposer agrees that it promptly will comply with all applicable laws, regulations, orders and rules of Local, State, Federal, and all other governmental agencies. Proposer agrees to obtain and bear the expense of any required permit or license.

3.10. Interest of Members of a County

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out the business of the county, shall have any personal financial interest, direct or indirect, in this contract and the proposer shall take appropriate steps to assure compliance.

3.11. Interest of Other Local Public Officials

No member of the governing body of the County and no other public official of the County, who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the county, shall have any personal financial interest, direct or indirect, in this contract; and the proposer shall take appropriate steps to assure compliance.

3.12. Interest of Proposer and Employees

The proposer covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The proposer further covenants that in the performance of this contract, no person having any such interest shall be employed.

3.13. Entire Contract

This contract including the conditions, specifications, required attachments and the proposal which embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties and relating to matters in this contract, and except as otherwise provided herein cannot be modified without prior written agreement and signed by both parties and such amendment shall be attached to this contract.

3.14. Force Majeure

Neither the County nor the proposer shall be required to perform any term, condition or covenant in this contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of the County or proposer except as herein provided, and which by the exercise of due diligence County or proposer is unable, wholly or in part, to prevent or overcome.

3.15. Indemnity - Liability

The proposer agrees to protect, defend, indemnify and save the County, its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorney's fees and damages of every kind and character, without limit and without regard to the cause of causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the proposer.

3.16. Indemnity - Defense

The proposer shall also indemnify, protect and save the County, its officers and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and proposer shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by the proposer that in case the County, its officers, agents, and/or employees, are made defendant in any suit or action and the proposer fails or neglects to assume the defense thereof, after having been notified so to do so by the County, that the County may compromise and settle or defend any such suit or action, the proposer shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgment rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claim.

3.17. Indemnity - Sub-Contractors

The proposer agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and

furnishers of machinery and parts thereof, equipment, power, tools, and all supplies including commissions, incurred in the furtherance of this contract by the proposer. When so desired by the County, the proposer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the proposer fails to do so, then the County may at the option of the County either pay unpaid bills, of which the County has written notice, direct or withhold from the proposer's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the proposer shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the proposer or its surety.

3.18. Indemnity- Workers Compensation

The proposer agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, the proposer shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

3.19. Indemnity - Government Regulation

In its performance of this Contract, proposer shall comply with all applicable Local, State and Federal laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claim, demands, suits, losses, damages, costs and expenses arising out of any non-compliance or violation by the proposer of any such laws.

3.20. Remedies

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity under this proposal including the right to specific performance and offset.

3.21. Disputes

Except as otherwise provided in this proposal, during the period of performance of the proposal, any dispute between the parties arising out of the performance of this contract which is not disposed of by contract shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the proposer. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the proposer mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the

proposer shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the proposer shall proceed diligently with the performance of the contract and in accordance with the County's decision.

3.22. Non-Waiver

Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the proposer, its employees, agents or associates under the contract nor shall approval be deemed to be the assumption of such responsibility by the County.

3.23. Permits and Licenses

The proposer will maintain in effect during the term of this Contract any and all Federal, State and/or local licenses and permits which may be required of the proposer.

3.24. Debarment or Suspension

The Group and/or County is prohibited from spending federal, state, and/or local funds with proposers who have been debarred or suspended. By signing and returning this document, the proposer attest that their company is not debarred by and governmental entity.

3.26. Certificate of Interested Parties (Form 1295)- Required only by Awarded Proposer

A. In 2015, the 84th Texas Legislature adopted [House Bill 1295](#), which added section 2252.908, to Chapter 2252 of the Texas Government Code.

1. The law states that a governmental entity may not enter into certain agreements with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity.

2. The Disclosure of interested Parties will be submitted On-Line via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

B. The Filing Process:

1. Prior to award by the Commissioners' Court, your company/firm will be required to log in to the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing

Application. Please note the associated definitions of what is an "Interested Party" as listed below.

a. "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that have four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

b. "Interested party" means: (1) a person who has a controlling interest in a business interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

c. "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

2. Once submitted, the system will generate an electronic form 1295 displaying a "Certificate Number". Your company/firm should email a copy of this numbered form to lucy.soto@ectorcountytexas.gov for the acknowledgement by the County.

3. **Within ten (10) business days** from notification, of pending award or contract, by the Ector County Purchasing Agent, !!!, **original, signed, completed and notarized Form 1295 must be mailed to the Ector County Purchasing Attention: Lucy Soto, 1010 E. 8th St. Room 110, Odessa, TX, 79761.**

4. Your company/firm will need to repeat this process and obtain a separate Form 1295 each time your company/firm receives an award or enters into a new contract, renews or extends and award or contract, or makes any modifications and/or amendments to any Ector County Commissioners' Court award or agreement approval.

C. Instructions and additional information are available on the Texas Ethics Commission (TEC) website at https://www.ethics.state.tx.us/tec/1295-Info_form.htm or you may call TEC at (512) 463-5800.

D. By submitting the proposal, your company/firm agrees to adhere to HB1295 requirements referenced above.

3.27. Boycotting Israel - Required only by Awarded Vendor

The 85th Texas Legislature (2017) approved House Bill 89, that amended the Texas Government Code to add Chapter 2270 on the Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a County) may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. State governmental entities listed in Govt. Code 808.001(6) have divestment requirements related to any investments in these companies.

3.28. Business with Foreign Terrorist Organizations - Required only by Awarded Vendor

The 85th Texas Legislature (2017) approved Senate Bill 252, that forbids a state agency and a political subdivision (which includes a County) to enter into any Contracts and Investments with Companies doing business with the Sudanese and Iranian governments or any foreign terrorist organization. This bill became effective September 1, 2017. This is for any goods or service during the term of the contract. The law requires the Comptroller's office to publish and maintain lists of these entities to assist and guide the County in any of our investment and/or contracting activities. Comptroller's website is <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The County will verify and complete this information with our internal form.

3.29. Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any bidder or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Ector. The Ector County Clerk's mailing address is 300 N. Grant, Room 111, Odessa, Texas, 79761. A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

3.30. Boycotting Energy Companies - Required only by Awarded Vendor

The 87th Texas Legislature (2021) approved Senate Bill 13, that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the that; (I) it does not boycott energy companies pursuant to Section 809.001 of the Texas Government Code; and (II) will not boycott energy companies during the term of the contract. This law only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3.31. Discrimination against Firearm or Ammunition Industries - Required only by Awarded Vendor

The 87th Texas Legislature (2021) approved Senate Bill 19 that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the company that; (I) it does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association pursuant to Section 2274.001 of the Texas Government Code; and (II) will not discriminate companies during the term of the contract. This law only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

4. SPECIFICATIONS

The Ector County Commissioners Court is requesting proposals for Fixed Based Operator Services.

The successful proposer shall propose to lease from Ector County two areas of the airport and enjoy exclusive use of the property during the term of the contract.

The first area is the office portion of the terminal building, approximately 775 sq/ft including a customer service counter and an area for personnel, storage, and light office duties. As part of the lease, the proposer will perform janitorial and housekeeping services for the entire terminal building. All property maintenance and utilities except for the fuel farm, are the responsibility of Ector County, with the exception of damages caused by the misuse, negligence, or intentional act of the proposer or their employees, agents or officers.

The second area is the fuel farm including storage for Avgas and Jet A fuel and associated pumps, tanks, and equipment. Details below. Included in leasing this equipment and related grounds, the proposer will be responsible for maintenance and calibration of this equipment complying with FAA, federal and state regulations related to storage and dispensing of aviation fuels.

Fuel Storage Facilities

Fuel storage facilities at ODO are located on the south apron. There are three aboveground tanks, one for 100LL fuel and two for Jet A. The 100LL tank has a capacity of 10,000 gallons, and the Jet A tanks have a 12,000-gallon capacity each. 100LL is dispensed via a self-service pump equipped with a credit card reader, while Jet A fuel is distributed by FBO staff. There are also five fuel trucks, two for 100LL and three containing Jet A fuel. These trucks have combined capacities of 1,950 gallons for 100LL and 10,200 gallons for Jet A.

As part of the lease of these areas and equipment, the successful proposer shall provide management of the fuel distribution and dispensing. This includes, but not limited to, fuel trucks, start cart(s), crew car(s), golf cart(s), and tugs for hangar parking. The proposer shall include fees to be charged direct to customers for parking services. The successful bidder shall provide a method of providing 24-hour service. Call out fees for after hour service is acceptable, however

these fees shall be included in the bid, add any changes thereto subject to the county's approval.

Ramp parking fees are available for aircraft less than 35,000 lbs subject to a commission to be paid to the airport. The proposer's bid shall include prospective fees and aircraft ramp fees amounts and any changes thereto are subject to county approval over 35,000 pounds.

Aircraft or regularly scheduled passenger or freight service, are subject to county approval.

Ector County has an itinerant hangar (approximately 14,300 sq/ft) that can accommodate large and small aircraft. This is available for rental. The proposer's bid will include this hangar or may propose another method of accommodating these customers. Short term and long-term rental amounts of this hangar shall be included in the proposal. These amounts shall be included as informational items as the successful proposer will retain the difference in rentals received by the FBO and the rental paid to Ector County for this area. Janitorial services of this area is the responsibility of the proposer. Ector County is responsible for property maintenance, with the exception of the fuel farm.

The county shall be paid a flowage fee of \$ 0.10 per gallon and will be subject to annual increase of 3%. These fees are to be paid monthly within the month any fuel load is received. The proposer shall provide all invoices from fuel supplier 30 days from the previous months purchase.

AIRPORT BACKGROUND

Odessa Airport-Schlemeyer Field (ODO) is situated approximately five miles north-northeast of the City of Odessa, in Ector County, Texas. Odessa, with a population of 122,630^{F1}, is the primary city within the Odessa metropolitan statistical area (MSA), which is part of the larger Midland-Odessa combined statistical area. The area is one of the fastest growing in the United States, due in large part to its role in the energy sector. The Permian Basin, encompassing more than 86,000 square miles in west Texas and southeastern New Mexico, is the largest oil and natural gas producer in the country. Since oil was first discovered in Odessa in 1927, the city's economy has been characterized by a boom/bust cycle that can be directly linked to the energy market. In addition to oil, Odessa is recognized nationally for its sports culture, with high school football serving as an economic driver in the community.

ODO's history dates back to 1945, when the airport was constructed to serve U.S. military efforts during World War II. Like many airports across the country, the airport was deeded to the local municipality after the war ended, with Ector County assuming ownership and responsibility of the field. Over the years, the airport has been the recipient of both federal and state grants which have funded construction and improvement projects to both the airfield and associated landside buildings. Today, ODO encompasses approximately 790 acres at an elevation of 3,004 feet above mean sea level. The airport serves a wide range of general aviation activities on its three runways and continues to attract users from all over Texas and beyond.

AIRPORT ROLE

¹ U.S. Census Bureau, 2020 American Community Survey

An airport's role, both nationally and regionally, also plays a critical role in facility planning. At the national level, the FAA's *National Plan of Integrated Airport Systems* (NPIAS) categorizes airports based on their importance to national air transportation. Airports included within the NPIAS are qualified for federal funding through the Airport Improvement Program (AIP).

ODO is classified as a general aviation (GA) airport in the NPIAS. GA airports are further classified into one of four categories: National, Regional, Local, and Basic. The airport falls into the Regional GA category. Regional airports are located in metropolitan areas and support interstate and some long-distance flying. These airports typically have high levels of activity and average 90 based aircraft, including three jets.

At a more local level, the airport is also included in the 2010 *Texas Airport System Plan* (TASP). The TASP classifies ODO as a Business/Corporate (BC) facility, which is an airport that provides community access by business jets. According to the TASP, "Business/Corporate airports provide access to turboprop and turbojet business aircraft and are located where there is sufficient population or economic activity to support a moderate to high level of business jet activity and/or to provide capacity in metropolitan areas." These airports are generally located more than 30 minutes from commercial service or reliever airports and serve areas with concentrated population, purchasing power, or mineral production. The TASP further classifies ODO into a "regional" functional category, which includes airports that support higher performance aircraft than the surrounding smaller general aviation facilities. These airports may have periodic commuter or charter operations and should be able to provide the best technology available for weather, approach minimums, and approach aids.

AIRPORT ADMINISTRATION

The airport is owned by Ector County and overseen by a seven-person board. Appointments are made by the Ector County Commissioner's Court (four appointments), the County Judge (one appointment), and the other Airport Advisory Board members (one appointment). The seventh member is a representative of the Ector County Airport Association. The Airport Advisory Board oversees the facility and provides guidance on the operation, expansion, planning, and management of the airport.

Runways

Airfield facilities at ODO, which are depicted include the runway, taxiways, lighting, and navigational aids. The airport configuration at ODO consists of three runways. Details about each runway are included below.

Runway 11-29 | Runway 11-29 is oriented northwest/southeast and is reported to be in good condition. The runway is constructed of asphalt and measures 6,200 feet long by 100 feet wide. As reported on FAA Form 5010, *Airport Master Record*, Runway 11-29 has a weight-bearing capacity of 30,000 lbs. single wheel loading (SWL), which refers to the design of certain aircraft landing gear having a single wheel main landing gear strut. The runway slopes down from the Runway 29 end to the Runway 11 end by six feet, resulting in a longitudinal gradient of 0.10 percent.

Runway 2-20 | Runway 2-20 measures 5,703 feet long by 75 feet wide and is oriented southwest/northeast. The asphalt runway is reported to be in good condition and has a weight-bearing capacity of 14,000 pounds SWL. The runway slopes down from the Runway 20 end to the Runway 2 end by 51.2 feet, resulting in a longitudinal gradient of 0.90 percent.

Runway 16-34 | Runway 16-34 is 5,003 feet long by 75 feet wide and is constructed of asphalt, reported to be in excellent condition. The runway is oriented north-northwest/south-southeast and has a weight bearing capacity of 14,000 pounds SWL. The runway slopes down from the Runway 16 end to

the Runway 34 end by 28.4 feet, resulting in a longitudinal gradient of 0.57 percent.

Instrument Approach Procedures

ODO is currently equipped with three straight-in approaches and one circling VOR-A approach. Instrument approaches based on GPS have become very common across the country. GPS is an inexpensive option for local airports as it does not require a significant investment in ground-based systems by an airport or FAA. Both ends of Runway 11-29 ends are served by GPS LPV approaches. GPS LPV approaches provide both horizontal and vertical guidance information to pilots but are not considered precision approaches. These approaches provide for the lowest cloud ceiling minimums at 200 feet above ground level (AGL) with visibility minimums down to ¾-mile. Runway 20 is also equipped with a GPS-based approach which provides lateral navigation (LNAV) guidance, with cloud ceiling minimums at 500 feet AGL and visibility minimums down to one mile for aircraft with approach speeds of less than 121 knots. For aircraft with approach speeds of 121 knots or greater, the visibility minimums are increased.

Airport Terminal and On-Airport Businesses

The airport terminal building is located on the west side of the airfield and can be accessed via Andrews Highway. The building was constructed in 2010 and encompasses approximately 4,100 square feet. The terminal offers a large, well-appointed lobby, conference room, flight planning room, offices, pilots' lounge and snooze room, kitchen/vending, and restrooms.



Terminal Building

Aircraft Storage

A variety of aircraft storage hangars are available at ODO, all located on the north and west side sides of the airfield. In total, there are 15 T-hangars providing 187 individual units and approximately 222,100 sf of aircraft storage face. T-hangars are located on the north side of the field along Hillmont Road and on the southwest side along Andrews Highway. Executive hangars, which typically have a footprint between 2,500 and 10,000 sf, comprise approximately 37,700 sf of space among seven units. Conventional hangars are 10,000 sf or more in size. There are 10 conventional hangars at ODO, offering approximately 136,600 of space. In all, the airport provides nearly 400,000 sf of hangar space for aircraft storage.

BASED AIRCRAFT

ODO maintains an inventory record of based aircraft at the airport which accounts for 125 based aircraft. 5 jets, 4 turboprops, and 3 helicopters

COMMUNITY PROFILE

Odessa's population has historically been tied to the boom/bust cycle that occurs in the energy sector. In 2020, the city had a population of 122,630 residents, according to U.S. Census estimates. Current projections for population were not available, but the 2016 *Envision Odessa* report included 5-year projections through 2035, when the population is anticipated to reach 140,322. In terms of the Midland-Odessa combined statistical area, the population is expected to grow at a compound average growth rate of 1.2 percent, which is faster than both the State of Texas and the United States. Key industries in Ector County include oil and gas, construction,

transportation, manufacturing, and government. These, along with others, support a labor force of more than 90,000 people.

Fuel Sales History

	2019	2019	2020	2021	2022	2023
100LL Transient		69,970	24,949	34,184	29,227	30,513
Self Serve		46,850	34,915	38,034	74,758	82,518
Base		31,130	44,009	42,986	31,581	25,995
100LL Total		147,950	103,873	115,204	135,566	139,026
JetA Transient		276,093	186,377	200,733	208,634	205,678
Base		294,666	184,870	209,393	203,163	222,342
JetA Total		570,759	371,247	410,126	411,797	428,020
Grand Total		718,709	475,120	525,330	547,363	567,046

5. PROPOSAL SUBMITTAL

1. Lease payment amount for 775 sq. ft terminal space
2. Proposer’s proposal of Itinerant Hanger use and lease options
3. Lease payment amount for fuel farm and equipment
4. Proposer’s proposal of service hours and processes (must include 24 hour or call out service and must include ability and hours for moving aircraft to and from hangers)
5. Proposer’s proposal for ramp fees and parking

6. VENDOR QUESTIONNAIRE

6.26. Confirmation*

I hereby certify and that the items offered meets all of the requirements of the proposal conditions and specifications and I hereby accept the provisions of the terms and conditions included in the proposal specifications.

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

6.27. Tax Identification Number*

Please provide your Federal ID Number (Proposer or Corporation) or Social Security Number (Individual).

6.28. NOTICE TO ALL PROPOSERS*

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all proposals after September 1, 1994 and this does affect your proposal on this project.

The TWCC has stated that at it is aware that statutory requirements for workers compensation insurance coverage is not being met, Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This also affects your subcontractors.

Therefore the attached pages are provided in accordance with the requirements on governmental entities. Please read carefully and prepare your proposal in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a proposal could result in your proposal being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Workers' Compensation laws.

Additional questions may be addressed to the Texas Workers Compensation Commission, Southfield Building, 1000 S. IH-35, Austin, Texas 78704, (512) 450-3618.

Please confirm

*Response required

6.29. TWCC RULE 110.110 Worker's Compensation Insurance Coverage*

A. Definitions:

1. Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement. TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 2. Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 3. Persons providing services on the project ("subcontractor" in Article 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage proposers, office supply deliveries, and delivery of portable toilets.
- B. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being award the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the need of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

-
1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project:
 2. Provide to the Contractor, prior to that person beginning work on the project a certificate showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project:
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project:
 4. Obtain from each other person with whom it contracts, and to provide to the Contractor;
 - a. A certificate of coverage, prior to the other person beginning work on the project; and

-
- b. The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project;
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs I.1. - I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach with ten (10) days after receipt of notice of breach from the governmental entity.

SIGNATURE PAGE

I hereby certify and that the items offered meets all of the requirements of the proposal conditions and specifications and I hereby accept the provisions of the terms and conditions included in the proposal specifications. I hereby certify the attached Proposer Residency Certification.

Respectfully submitted:

Legal Name of Proposer

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence) Code	City	State	Zip
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Complete Remittance Address (if different from above)	City	State	Zip Code
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Telephone #	Fax #	Email Address
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Authorized Representative's Email Address

Federal ID Number (Proposer or Corporation) or Social Security Number (Individual)

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

Ector County Professional Reference Sheet

(*Response required. Please list other entities you do/have done business with, if applicable)

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ E-Mail: _____

Project Name, Description and Dates: _____

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ E-Mail: _____

Project Name, Description and Dates: _____

Company: _____ Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ E-Mail: _____

Project Name, Description and Dates: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION
 My name is _____, and my date of birth is _____.
 My address _____
(street) (city) (state) (zip code) (country)
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

ECTOR COUNTY

SENATE BILL 13 VERIFICATION FORM

This section applies only to a contract that:

- 1) is between a government entity and a company with 10 or more full-time employees;
- 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I _____ (Person's Name), the undersigned Representative of _____ (Company Name or Business Name; hereafter referred to as Company) being an adult over the age of eighteen (18) years, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle A, Title 8, Government Code Chapter 809:

- 1. Does not boycott Energy Companies; and
- 2. Will not boycott energy companies during the term of the contract.

For a full text version of Subtitle F, Title 10, Government Code Chapter 809 please visit: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.809.htm>.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

SENATE BILL 19 VERIFICATION FORM

This section applies only to a contract that:

- 1) is between a government entity and a company with 10 or more full-time employees;
- 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I _____ (Person's Name), the undersigned Representative of _____ (Company Name or Business Name; hereafter referred to as Company) being an adult over the age of eighteen (18) years, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- 1. Does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- 2. Will not discriminate companies during the term of the contract.

For a full text version of Subtitle F, Title 10, Government Code Chapter 2274 please visit: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm>.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

(AMMENDED) HOUSE BILL 89 VERIFICATION

I, _____ (Person name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE COMPANY REPRESENTATIVE SIGNATURE

On this the _____ day of _____, 20_____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity.

NOTARY SEAL _____
NOTARY SIGNATURE

DATE

SENATE BILL 252 VERIFICATION

I, _____ (Person's name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Government Code Chapter 2252:

3. Is not engaged in business by Contracts or Investments with Iran, Sudan, or Foreign Terrorist Organizations; and
4. Will not engage to do business by Contracts or Investments with Iran, Sudan, or Foreign Terrorist Organizations during the term of the contract.

Pursuant to Section 2252.151, Texas Government Code:

3. "Foreign Terrorist Organization" means an organization designed as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U. S. C. Section 1189.
4. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

DATE

COMPANY REPRESENTATIVE SIGNATURE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

PROPOSER RESIDENCY CERTIFICATION

I hereby certify the following information to be true and correct:

In accordance with paragraph 11, of the Standard Terms and Conditions of the bidder I certify the following: (Check applicable statement/s)

Proposal is from a State of Texas resident bidder.

Proposal is from a non-resident bidder.

The following is further certified by non-resident bidder:

Copy of non-resident current state statute is attached which specifies the amount that a Texas resident bidder would be required to under bid a non-resident bidder to obtain a comparable award in the non-resident state in which principal place of business is located.

No such statute exists in non-resident state.

Signature

Name and Title

Company

**MASTER SERVICE
AGREEMENT**
(Very High)

This Agreement entered into as of _____ day of _____, 20____, by
ECTOR COUNTY and _____
("Independent Contractor").

In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. PERFORMANCE OF WORK

This Agreement shall apply to all services and goods provided by Independent Contractor to ECTOR COUNTY whether presently in progress or furnished from time to time in the future. Independent Contractor shall diligently perform all work in a skillful and workmanlike manner.

II. COMPENSATION

Independent Contractor shall be entitled to such compensation as specifically authorized by ECTOR COUNTY in writing, which may be in the form of a contract, purchase order, work authorization or other written document. There shall be no increase in the compensation unless authorized by ECTOR COUNTY in writing.

III. WARRANTIES

Independent Contractor shall perform all work with due diligence, in a good and workmanlike manner and in accordance with specifications provided by ECTOR COUNTY or in the absence of such specifications, generally accepted professional standards, and, where applicable, standards imposed by law for comparable or similar services. Independent Contractor warrants that the goods delivered under this Agreement will conform to the specifications provided by ECTOR COUNTY, if any, and that the goods will be merchantable, of good workmanship and material, free from defect and fit for their intended purpose. Except as otherwise specifically agreed, Independent Contractor shall provide all labor and skills, and all equipment, machinery, materials, and supplies necessary for the performance of such work.

IV. INDEPENDENT CONTRACTOR

In performing services or furnishing goods under this Agreement, Independent Contractor shall act at all times as an Independent Contractor. Independent Contractor shall not make any commitment or incur any charge or expense in the name of ECTOR COUNTY. Independent Contractor expressly agrees, acknowledges and stipulates that neither this Agreement nor the performance of its obligations or duties hereunder shall ever result in Independent Contractor, or anyone employed by Independent Contractor, being:

- 1) an employee, agent or representative of ECTOR COUNTY; or

(VH)

- 2) entitled to any benefits from ECTOR COUNTY, including, without limitation, pension, profit sharing or accident insurance or health, medical, life or disability insurance benefits or coverage, to which employees of ECTOR COUNTY may be entitled. ECTOR COUNTY shall have no direction or control of Independent Contractor or its employees and agents except in the results to be obtained. The actual performance and superintendence of all work shall be by Independent Contractor, but such work shall meet the approval of ECTOR COUNTY.

V. INSURANCE

Independent Contractor shall at all times during the term of this Agreement at Independent Contractor's sole expense carry such insurance as may be reasonably requested by ECTOR COUNTY, including, but without limitation, the following types and limits:

Automobile

\$1,000,000.00 each accident Combined Single Liability

\$1,000,000.00 each accident Uninsured/Underinsured Motorists Combined Single Liability

All owned, non-owned, hired and all vehicles used by Independent Contractor with a combined single limit of \$1,000,000.00, covering personal injury (including bodily injury and property damage.)

\$8,000,000.00 Aggregate

Commercial and Comprehensive Liability

\$1,000,000.00 CSL BI & PD per Occurrence

\$6,000,000.00 General Aggregate

\$12,000,000.00 Products/Completed Operations Aggregate

\$6,000,000.00 Personal/Advertising Injury

\$1,000,000.00 Fire Damage

Worker's Compensation Insurance

Part A Texas Statutory Medical, Indemnity, AD & D

Part B Employers Liability

\$500,000.00 Per Person Per Accident

\$500,000.00 Per Person Per Disease

\$600,000.00 Policy Aggregate

Any subcontractors of the undersigned Independent Contractor shall be required to maintain similar type insurance with similar type limits. ECTOR COUNTY shall be named as an additional insured on all policies where available and Certificates of such insurance shall be furnished by Independent Contractor and any subcontractors where applicable to ECTOR COUNTY. The types of coverage or limits may be modified only by written agreement between ECTOR COUNTY and Independent Contractor.

(VH)

VI. INDEMNITY

INDEPENDENT CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ECTOR COUNTY AND ITS REPRESENTATIVES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, COUNTY COMMISSIONERS, AND COUNTY JUDGES, ETC., FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ASSERTED BY ANY PARTY (INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF INDEPENDENT CONTRACTOR) THAT ARISE OUT OF OR ARE RELATED TO WORK AND ARE CAUSED BY OR ARISE OUT OF INDEPENDENT CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT AND RESULT IN PERSONAL INJURY (INCLUDING BODILY INJURY), ILLNESS, DEATH OR PROPERTY LOSS OR DAMAGE, OR ANY CIVIL FINES OR PENALTIES IMPOSED BY ANY GOVERNMENTAL AGENCY, OFFICER, OR COURT OF LAW.

VII. WAIVER OF SUBROGATION

Independent Contractor hereby waives any and all rights to recover against ECTOR COUNTY (including ECTOR COUNTY'S representatives, County Commissioners, officers, partners, employees, agents, customers, and invitees) for any loss or damage arising from any cause covered by any insurance required to be carried by Independent Contractor pursuant to this Agreement or any other insurance actually carried by Independent Contractor. Independent Contractor shall cause its insurer to issue appropriate waiver of Subrogation endorsements to all policies of insurance carried in connection with this Agreement.

VIII. VENUE

This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in ECTOR COUNTY, Texas.

IX. PRIOR AGREEMENTS SUPERCEDED

This Agreement constitutes the parties sole agreement and supercedes any prior understandings or written or oral agreements between the parties with respect to insurance or indemnification. This Agreement does not waive any terms or conditions with respect to prior contracts, bids, purchase orders, requests for proposals (RFP), except with regard to the insurance requirements and indemnification.

X. AMENDMENT

No amendment, modification or alteration of this Agreement is binding unless in writing dated subsequent to the date of this Agreement and duly executed by all parties hereto.

(VH)

XI. TERMS

Either party may cancel this agreement by providing written notice to the other party thirty (30) days prior to cancellation.

XII. CONFIDENTIALITY

Independent Contractor shall treat as confidential and shall not, without ECTOR COUNTY'S prior written consent, divulge to any third-party or, except to the extent necessary for performance hereunder, make any use of any of ECTOR COUNTY'S proprietary technical information which is disclosed or made available to Independent Contractor by or on behalf of ECTOR COUNTY.

XIII. GENERAL PROVISIONS

No waiver by either party of any one or more defaults by the other party in the performance of this Agreement or any contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or different character.

It is intended that if any provision of this Agreement is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding and still enforceable.

In the event that either party commits any material breach of this Agreement including, without limitation, any breach of any indemnification obligation, in addition to any other remedy that the aggrieved party may have, at law or in equity, it shall be entitled to recover all costs, including court cost and attorney's fees, incurred in any proceeding wherein the agreed party seeks redress for such breach.

This Agreement and any contract hereunder shall not be considered exclusive contracts. ECTOR COUNTY shall have the right to hire others to perform the same or similar work.

(VH)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY OF ECTOR

BY _____
HONORABLE JUDGE _____

STATE OF TEXAS *

*

COUNTY OF ECTOR *

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, Ector County Judge, on behalf of Ector County, Texas.

Notary Public in and for the State of Texas

COMPANY NAME

BY _____
COMPANY REPRESENTATIVE

STATE OF _____ *

*

COUNTY OF _____ *

This instrument was acknowledged before me on the ____ day of _____ 20____, by _____, on behalf of _____.

Notary Public in and for the State of _____

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids after September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that at it is aware that statutory requirements for workers compensation insurance coverage is not being met, Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This also affects your subcontractors.

Therefore the attached pages are provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Workers' Compensation laws.

Lucy Soto, NIGP-CPP, CPPO, CPPB
Ector County Purchasing Department

Additional questions may be addressed to the Texas Workers Compensation Commission, Southfield Building, 1000 S. IH-35, Austin, Texas 78704, 512/450-3618.

TWCC RULE 110.110 Worker's Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement. TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2. Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

3. Persons providing services on the project ("subcontractor" in Article 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being award the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the need of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

TWCC RULE 110.110 Worker's Compensation Insurance Coverage

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

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project:
2. Provide to the Contractor, prior to that person beginning work on the project a certificate showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project:
3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project:

TWCC RULE 110.110 Worker's Compensation Insurance Coverage

4. Obtain from each other person with whom it contracts, and to provide to the Contractor;
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. the coverage period, if the coverage period shown on the current certificate of A new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts, to perform as required by paragraphs I.1. - I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach with ten (10) days after receipt of notice of breach from the governmental entity.

