



CITY OF HONDO, TEXAS

**NOTICE OF POTENTIAL SALE
AND
REQUEST FOR BID
RFB# 17-015**

**PUBLISHED DATE: June 8, 2017
RESPONSE DUE DATE: June 29, 2017**

Interested Parties must submit a SEALED RESPONSE PACKAGE of one (1) original and five (5) copies, to Elsa Robles, Interim City Secretary, City of Hondo, City Hall, 1600 Avenue M, Hondo, Texas 78861 by no later than 2:00 p.m. (CST), June 29, 2017.

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SECTION 1. INTRODUCTION AND GENERAL INFORMATION

A. Introduction

The South Texas Regional Airport at Hondo (the “Airport”) hereby notifies the general public and all interested parties that the City Council of the City of Hondo is seeking and will consider sealed bids for the purchase of real property (land and improvements) located at the Airport and to be used for wildlife/animal breeding/grazing or to remain as green space. The Airport intends to enter into a Purchase and Sale Agreement (“Sale Agreement”) to transfer title to the Property as described in this Request for Bids (“RFB”).

B. Property Description

The Airport is owned and operated by the City of Hondo, Texas (the “City”). The Airport was built in 1942 for the US Army Air Corps for navigator training. After World War II, the government deeded the airfield to the City of Hondo. At present there are approximately 1,392 acres of property set aside at the Airport for agricultural use.

The property subject to the potential sale is located on the western perimeter of the Airport, in the City of Hondo, Medina County, Texas. The real property and improvements are generally described below, as listed in the deed records of Medina County (the “Property”):

The Property is located and generally described as follows: 63.033 acres of land out of the Henry Castro Survey No. 121, Abstract No. 193, and the Jacob Stiegler Survey No. 120, Abstract No. 856, situated in the City of Hondo, Medina County, Texas, at the City of Hondo Industrial South Texas Regional Intermodal Park.

The Property is further described in Exhibit A, attached hereto. Information regarding the property is also available at the City’s website: http://www.hondo-tx.org/public_notices.php.

C. Timeline

The Airport anticipates the following timeline for this solicitation:

EVENT	DATE	LOCATION
RFB Issued	June 8, 2017	City Secretary, 1600 Avenue M., Hondo, Texas
Deadline to submit questions	June 20, 2017	Email questions to: rlee@hondo-tx.org
Response to questions	June 22, 2017	Response posted at: www.hondo-tx.org under the public notices tab
Bid due date	June 29, 2017, 2:00 p.m. (CT)	City Secretary, 1600 Avenue M., Hondo, Texas

Anticipated preliminary award	Within 60 days after the opening of bids	
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D. Deadline and Bid Requirements

The minimum qualified bid value to be considered for the Property is \$145,000.00. All sealed bids must be received at City Hall, 1600 Avenue M, Hondo, Texas 78861 before 2:00 p.m. on June 29, 2017. The City of Hondo will not accept bids after the deadline; no bid received after this deadline will be opened or considered. Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the issuing office by the deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder.

All sealed bids must be addressed to the attention of Ms. Elsa Robles, Interim City Secretary. BIDDERS MUST PROVIDE ONE (1) ORIGINAL PLUS FOUR (4) COPIES OF EACH BID. All bids must include at a minimum the information specified in Section 4, below. Failure to include any required information will seriously penalize a bid's evaluation and may be cause for its rejection. The inclusion of any additional information that will assist in its evaluation is encouraged. The adequacy, depth, and clarity of the bid will influence, to a considerable degree, its evaluation. The bid submitted must be complete enough for selection to be made based solely on its contents.

E. Evaluation of Bids

City of Hondo staff will first examine the bids to determine their conformance with the requirements of this Notice of Potential Sale and Request for Bids. Any bids that are determined to be non-responsive will be rejected. Therefore, bidders should exercise particular care in reviewing the required bid format as set forth in this RFB. See Section 4 for a description of the submittal requirements, and Section 5 for the evaluation criteria of bids. City will designate a RFB selection committee to review the bids and submit its recommendations to Hondo City Council.

F. Award of the Bid

City may select one bidder to enter a Sale Agreement for the Property. Selection will be made on the bid that is determined to be in the City of Hondo's best interests. The City is not required to accept any bid or to complete the sale of the Property. The City reserves the right to reject any or all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

City further reserves the right to designate a reserve or backup bidder. In the event the selected bidder should default or fail to purchase the Property as required in the Sale Agreement, the City would contact the backup bidder to similarly enter into a Sale Agreement based on the backup bidder's proposed bid price.

G. Contact Person

Please submit written questions regarding this RFB to:

Robert Lee, Aviation Director

Email: rlee@hondo-tx.org

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Request from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing to email address above.

The deadline for receipt of written questions shall be 12:00 PM (Noon) CST, Monday, June 20, 2017.

All written responses will be posted on the City website www.hondo-tx.org under the "Public Notices" tab.

H. Information Provided by City

Information included in or provided with this RFB is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY OF HONDO AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS RFB. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

I. Costs and Expenses of Bidders

The City of Hondo accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the properties, attending any meetings or interviews, participating in negotiations of the agreement, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this RFB. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

SECTION 2. TERMS OF OFFERING

The City is seeking bidders who are willing and able to purchase the Property for the uses and purposes stated below, in accordance with the goals as stated herein, and in compliance with

Standards and Controls established for the Property and other applicable and governing rules and regulations.

The goals of the City of Hondo in seeking development for the property include, but are not limited to, the following:

- Ensure the bid complies with requirements of this RFB.
- Ensure Bidder's proposed use is compatible with the land use described by this RFB and with Airport airfield operations and navigational systems.
- Ensure Bidder's bid and proposed use provides best value to the City.

SECTION 3. STANDARDS AND CONTROLS

A. Site Conditions and Terms and Proposed Uses

1. The Property will be offered for sale to the successful bidder for the following uses, and for no other purposes:
 - a. Wildlife or animal breeding;
 - b. Wildlife or animal grazing; or
 - c. Property to remain as undeveloped, green space.

The prospective bidder hereby understands that the Property shall only be used for these purposes and no others. The deed will include a restrictive covenant limiting use of the Property to the above-listed purposes. A form of the deed is included in Exhibit C.

The Property is currently zoned Government/Public Use. The prospective bidder also understands and agrees that the use of the Property shall comply with all applicable codes and ordinances of the City of Hondo. The Property is located adjacent to an active airfield. The successful bidder's use of the Property must not interfere with airfield operations and navigational systems.

The successful bidder will be required to construct an 8-10 foot perimeter game fence around the Property within 120 days of closing on the purchase of the Property.

2. Should a bid be accepted pursuant to this RFB, the selected bidder will be required to enter a Sale Agreement with the City for the Property. The 10% earnest money deposit will be entered into escrow and applied the bid price at Closing. The Sale Agreement will require Closing to occur within 90 days of the effective date of the Sale Agreement. At closing the City will convey its fee simple interest in the Property to the winning bidder by Special Warranty Deed, subject to any and all recorded instruments and/or any known or unknown unrecorded and/or apparent easements on the Property. Other than representing and warranting good title, the City offers no other warranties as to the property, and specifically disclaims all other warranties.

3. The Property is offered and will be conveyed in "AS IS" condition. The Property may or may not contain environmental hazards, drainage, or other site conditions that will need to be remediated by the bidder prior to its permitted use. The City of Hondo does not make any representation, guarantee, or warranty concerning the condition of the Property or its suitability for any particular use.
4. Prospective bidders are expected to complete their own due diligence as to the condition and/or value of the Property. The City will make the property available for inspection on Tuesday, June 22, 2017 between the hours of 9:00 a.m. and 1:00 p.m.
5. By responding to this Request for Bid, the bidder agrees that, should his/her/its bid be accepted by the City, closing on the Property will occur no later than ninety (90) days after the City Council's acceptance of the bid. The successful bidder shall be responsible for *all* closing costs connected to the transfer of the Property, including escrow fee, title policy premium, and costs of recording deed. These costs are in addition to the amount offered in the sealed bid.
6. City will reserve any and all water rights and mineral rights associated with the Property. The deed will include a provision reserving all water rights in favor of the City and require the successful bidder's cooperation in submitting and executing any documents that may be required to effectuate separation of the water and mineral rights from the Property.

B. Additional Bidder Responsibilities

The successful bidder shall be responsible for obtaining all permits, standard regulatory approvals, platting approvals, approvals for zoning changes and appeals, or regulatory changes of any kind, as well as any required engineering and environmental studies, unless otherwise requested to be waived or paid by the City in the response to this bid. The successful bidder will also be responsible for obtaining any permits, water rights and make any well improvements that may be needed for its proposed uses.

SECTION 4. BID SUBMISSION REQUIREMENTS

A. General Requirements

In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the sale agreement and will consist of this RFB, together with any additional documents identified in the sale agreement and any addendums and amendments signed by a City official with authority to do so. All shall have equal weight and be deemed a part of the entire sale agreement. If there is a conflict between RFB and the sale agreement, the provision more favorable to the City shall prevail.

When responding to this Request for Bid, a bidder must provide within the sealed bid:

- (1) An irrevocable bid offer to purchase the property for a particular sum of money, in the amount of no less than \$145,000.00;
- (2) An earnest money deposit in guaranteed funds in the amount of 10% of the total bid amount; and
- (3) Either a pre-qualifying letter from a mortgage lender **OR** other verifiable proof of funds sufficient to cover the purchase price.

B. Compliance with RFB

All bids must be in compliance with this RFB. Each bidder must furnish the information required by this RFB. Bids submitted without requested information or the forms requested in this RFB will be considered nonresponsive and rejected. Any alteration of the wording in this RFB by the bidder may result in rejection of the bid.

No lobbying of City employees, City officials, or City council members will be permitted or tolerated. The City will not provide information about its determination or any bids received until after the award of the contract.

C. Bid Delivery and Acceptance

Bids must be received no later than 2:00 p.m., Central Time, June 29, 2017, at the City of Hondo, City Secretary's Office, 1600 Avenue M, Hondo, Texas 78861. The City will not be responsible for failure of services on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the submitter. Late submissions will be returned to the submitter unopened. The time stamp in the City of Hondo, City Secretary's Office is the time of record for the receipt of the bid.

Bidder must submit one (1) original and four (5) copies of each bid totaling five (6) submissions of each bid in a sealed envelope or box. The bids, marked "original" and "copy," must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Hondo
Attn: Elsa Robles, Interim City Secretary
1600 Avenue M
Hondo, TX 78861

Bid # 17-015 Airport Notice of Potential Sale and Request for Bid

All bids must have a table of contents and each section tabbed. Bidders shall mark the RFB number, due date, and company name clearly on the outside of the box or envelope. Bids

received on time will be opened publicly at 3:00 PM Central Time, June 29, 2017. However, only names of bidders will be read aloud to avoid public disclosure of contents.

D. Explanations and Clarifications

Requests for explanations or clarifications may be emailed to Robert Lee, Aviation Director identified in Section 1-G, above. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the RFB must be requested in writing no later than 12:00 PM Central Time, June 20, 2017.

All requests must be received by the dates specified in Section 1-G and clearly identify the bidder's company name, point of contact, and RFB number. Nothing stated or discussed orally during any conversation shall alter, modify or change the requirements of this RFB. Only interpretations, explanations or clarifications of this RFB and answers to questions that are incorporated into a written amendment or addendum to this RFB issued by the City of Hondo shall be considered by bidders.

All amendments or addenda will be posted on the City website (www.hondo-tx.org) under the public notices tab. It shall be the responsibility of the bidder to make inquiries as to the addenda issued. All such amendments or addenda shall become a part of this RFB, and all bidders shall be bound by such amendments or addenda.

E. Ambiguity, Conflict or Errors in RFB

Bidders are expected to carefully examine all documents that make up the RFB. The City of Hondo assumes no responsibility for any errors or misrepresentations that result from the use of an incomplete RFB. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document.

F. Cancellation or Modification of RFB and Rejection of Any and All Bids

The City reserves the right to withdraw this RFB at any time and for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. If there is any disagreement or discrepancy between this RFB and any supplement or amendment, the most recent supplement or amendment shall govern. The City reserves the right to waive irregularities in bids, if such action is in the best interest of the City. Any such waiver shall not modify any remaining RFB requirements or excuse the bidder from full compliance with the RFB specifications and other contract requirements, if the bidder is awarded the contract. The City shall accept all bids for review that are prepared and submitted in conformance with this RFB but reserves the right to accept or reject in whole or in part any or all bids submitted. The City reserves the right to request clarifications or corrections to bids. The unreasonable failure of a bidder to promptly supply information in connection with such a request may be grounds for determination of non-responsiveness and rejection of the bid. Receipt of a bid by the City or

submission of a bid to the City confers no rights upon the bidder, nor does it obligate the City in any manner. The City reserves, at its sole discretion, the right to determine which bidders are qualified to provide services requested in this RFB.

G. Bidder's Indemnification

BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HONDO AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF BIDDER, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR AN OTHER PERSON, OR FOR ANY CLAIM, LOSS DAMAGE, SUITS, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS RFB, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF HONDO FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HONDO AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF THE CITY OF HONDO, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, OR FOR ANY CLAIM, LOSS, DAMAGE, SUIT, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER

ARISING OUT OF OR IN CONNECTION WITH THIS RFB, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF HONDO FROM ANY AND ALL SUCH CLAIMS AND DEMANDS. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF HONDO, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE BIDDER TO INDEMNIFY AND PROTECT THE CITY OF HONDO FROM THE CONSEQUENCES OF THE CITY OF HONDO'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF BIDDER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOLE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR

TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR BIDDER OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFITS ACT.

BY SUBMISSION OF A RESPONSE TO RFB, BIDDER AGREES THAT IT SHALL BE BOUND BY THE INDEMNIFICATION AND REMEDY PROVISIONS OF THIS RFB. IF ANY LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF RFB, THE CITY OF HONDO MAY SEEK PAYMENT OF ANY EXPENSES INCURRED IN DEFENSE, SETTLEMENT, OR PAYMENT OF ANY JUDGMENTS, COSTS, FEES, CHARGES, EXPENSES, OR ANY EXPENDITURE NECESSARY DUE TO THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION THAT ARISES OUT OF RFB FROM THE BID SECURITY PROVIDED BY BIDDER PURSUANT TO THIS RFB.

SECTION 5. BID CONTENTS

Bids should be submitted on 8.5 by 11 inch paper bound securely. Bids must contain and be organized as shown below. Each section should be separated by numbered tabs.

Cover clearly displaying the title of the RFB and Bid No.:

Request for Bid for Property Sale
RFB No. 17-015

- **Tab 1: Table of Contents**
- **Tab 2: Introduction & Bid:**
 - **Introduction:** Provide bidder's name and contact information, along with introductory information to bidder's bid. This information may be included in the form of a cover letter or the like.
 - **Proposed Use:** The bid should identify Bidder's proposed use of the Property, including a detailed description of any and all grazing/breeding activities as permitted by this RFB.
 - **Property Management & Projected Impact:** Provide a written proposal of planned maintenance and upkeep of the portion of the Property whereby activities will take place including adjacent areas that may have impact on or be impacted by the proposed use of the Property.
- **Tab 3: Bidder biography and other information:** Provide brief history of bidder, including date bidder was founded, number of employees, company headquarters location and operating locations. Bidders may also provide any other general information that the Bidder believes is appropriate to assist the City in its evaluation.

- **Tab 4: Purchase Bid:** Provide an irrevocable bid offer for the purchase of the Property in an amount no less than \$145,000.00. Bidder must also include within the sealed bid: an earnest money deposit in guaranteed funds in the amount of 10% of the total bid amount, and either a pre-qualifying letter from a mortgage lender OR other verifiable proof of funds sufficient to cover the purchase price.
- **Tab 5: Addendum Acknowledgment Form(s):** If City issues an addendum for this RFB, then Bidder will be required to complete Addendum Acknowledgment Form. The form will be included in the addendum.

SECTION 6. Evaluation Criteria

A. Evaluation Criteria

Bids will be evaluated based on what is most advantageous to the City. The RFB selection committee will select the Bidder that best meets the evaluation criteria and make a recommendation to the City of Hondo City Council.

Bids will be evaluated on the basis of their responses to all provisions of this RFB. The City may use some or all of the criteria below in its evaluation and comparison of bids submitted, including but not limited to the following:

- Compliance with RFB Requirements 10%
- Proposed Use and Projected Impact 20%
- Bid price per parcel / per acre 70%

Note: Bid prices lower than the minimum bid amount of \$145,000.00 will not be considered.

B. Purchase and Sale Agreement

The City may select one or more bidders to enter into a Purchase and Sale Agreement (“Sale Agreement”) for all or portions of the Property. The Sale Agreement will set forth the terms and conditions of the agreement between the City and the bidder. Decisions regarding award of the sale and terms of the award will be made by the City.

The Sale Agreement will be substantially in the form of the Sale Agreement included in Exhibit B. The successful bidder will be bound by the terms and conditions of the Sales Agreement.

SECTION 7. Rights Reserved by City

The City reserves the right in its sole discretion to recommend the sale of the Property included in this RFB based upon the written bids received by the City without prior discussion or negotiation with respect to those bids. All portions of this RFB will be considered to be part of the agreement and will be incorporated by reference. Any Sale Agreement awarded in

connection with the RFB will be subject to approvals as required by the City Attorney for City of Hondo.

The City reserves the right to accept or reject any and all bids, at its sole discretion, received as a result of this RFB, to waive minor irregularities, and to conduct discussions with all responsible bidders, in any manner necessary, to serve the best interest of the City.

The City reserves the right to request additional information from any or all bidders if necessary to clarify statements or data contained in the bids. The City reserves the right to reject any bid as a result of misrepresentation of any information contained in the bid.

While it is the present intention of the City to enter into a Sale Agreement the Property as identified in this RFB as soon as practical, nothing contained in this RFB shall be construed as a warranty or commitment on the part of the City to be obligated to enter into a Sale Agreement and/or make conveyance of any interest in the Property.

SECTION 8. Administrative Provisions

A. Issue Date

The issue date of this RFB is June 8, 2017.

B. Issuing Office

This RFB is issued by the City of Hondo, Aviation Department, 700 Vandenberg Road, Hondo, Texas 78861.

C. Obtaining RFB

The RFB will be made available free of charge. The RFB may be picked up at the City of Hondo, City Secretary, 1600 Avenue M, Hondo, Texas, between 8:00 a.m. and 5:00 p.m., weekdays. The RFB is may also be downloaded from the City of Hondo's website at http://www.hondo-tx.org/public_notices.php.

D. Property Inspections

No access to the Property is granted in association with this RFB. There will be no inspection of the Property or site visits associated with this RFB. However, information regarding the property (e.g., survey, vesting deed, title commitment, etc.) is available at the City of Hondo's website at http://www.hondo-tx.org/public_notices.php.

E. Revisions and Addenda

Should it become necessary to revise any part of this RFB, provide additional information necessary to adequately interpret provisions and requirements of this RFB, the City may issue a formal written addendum and post it on the City's website. The addendum will include an Addendum Acknowledgment Form. **The Addendum Form should be signed and returned as part of the bid response. Failure to do so may cause the bid to be ineligible for consideration.** No oral or informal addendum to this solicitation shall be binding on the City.

F. Award of Bid

Award of the bid to the successful bidder or bidders will be made within 60 days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Hondo reserves the right to enter into a Sale Agreement for all or parts of the Property as deemed by the RFB selection committee to be in the best interest of the City.

G. Withdrawing of Bid

Bids may be withdrawn any time prior to the official opening; a request for the non-consideration of bids must be made in writing to the City Secretary and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

H. Assignment

The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the City of Hondo City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

I. Attorney's Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

J. Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Medina County, Texas.

K. Sovereign Immunity

Nothing in this RFB is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

L. Bidder's Representation

By submitting its bid, Bidder represents that:

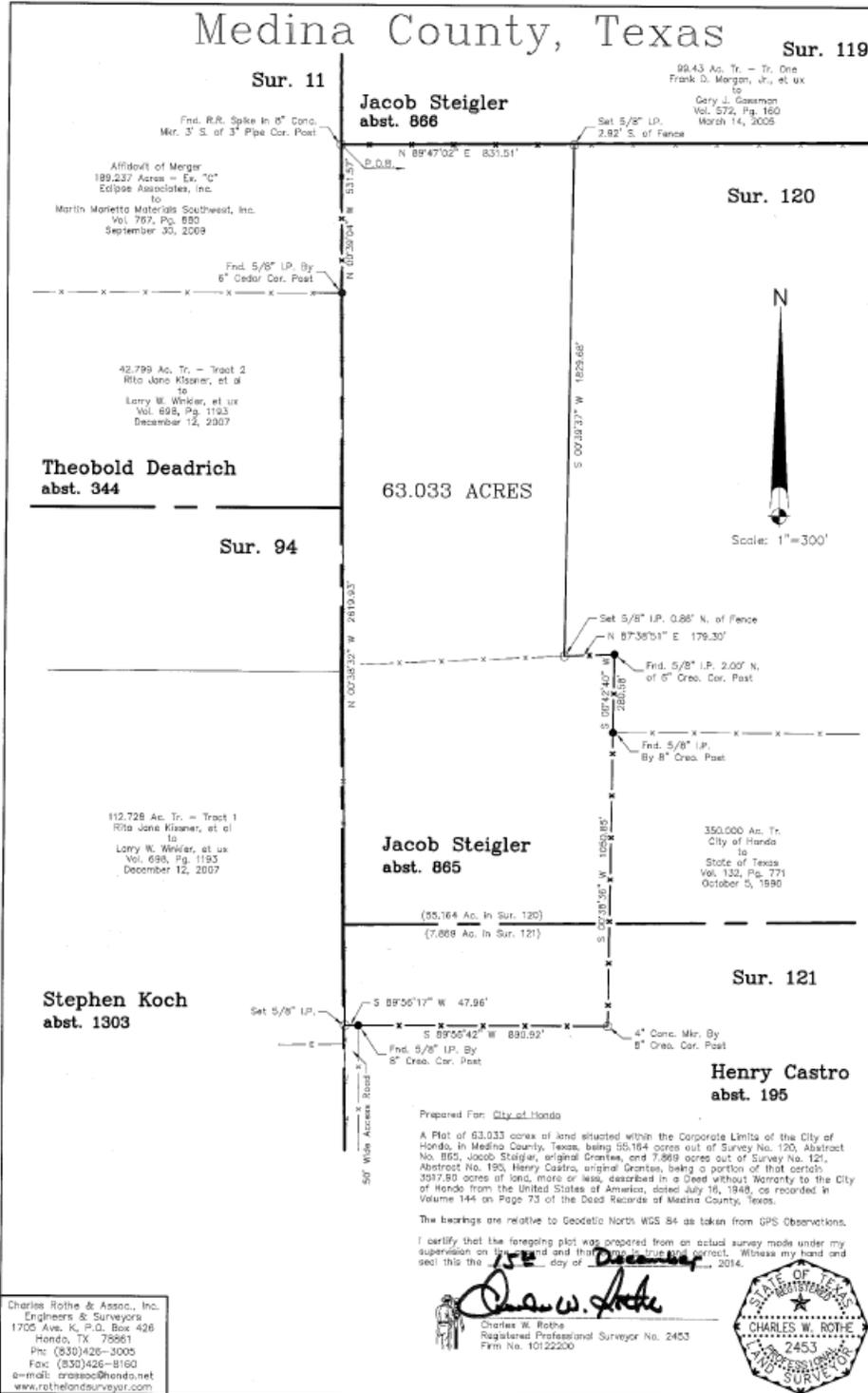
- a. Bidder has read and understands this solicitation;
- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation.

M. Equal Opportunity

The successful Bidder must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

EXHIBIT A

Property Description



FIELD NOTES TO DESCRIBE

A survey of 63.033 acres of land situated within the Corporate Limits of the City of Hondo, in Medina County, Texas, being 55.164 acres out of Survey No. 120, Abstract No. 865, Jacob Stiegler, original Grantee, and 7.869 acres out of Survey No. 121, Abstract No. 195, Henry Castro, original Grantee, being a portion of that certain 3517.90 acres of land, more or less, described in a Deed without Warranty to the City of Hondo from the United States of America, dated July 16, 1948, as recorded in Volume 144 on Page 73 of the Deed Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a railroad spike in an 8" diameter concrete marker 3 feet South of a 3" diameter pipe corner post on the recognized East line of Survey No. 11, Abstract No. 344, Theobald Deadrich, original Grantee, the upper East line of that certain 189.237 acres of land described in Exhibit "C" in an Affidavit of Merger to Martin Marietta Materials Southwest, Inc. from Eclipse Associates, Inc., dated September 30, 2009, as recorded in Volume 767 on Page 880 of the Official Public Records of Medina County, Texas, for the recognized Northwest corner of said Survey No. 120, the recognized Southwest corner of Survey No. 119, Abstract No. 866, Jacob Stiegler, original Grantee, the lower Northwest corner of said 3517.90 acres of land, more or less, the Southwest corner of that certain 99.43 acre tract of land described as Tract One in a Deed to Gary J. Gassman from Frank D. Morgan, Jr., et ux, dated March 14, 2005, as recorded in Volume 572 on Page 160 of the aforementioned Official Public Records, and the Northwest corner of this survey;
- THENCE:** Generally 2.90 feet South of fence, along the recognized North line of said Survey No. 120, the recognized South line of said Survey No. 119, the westernmost North line of said 3517.90 acres of land, more or less, and the South line of said 99.43 acre tract of land, N 89-47-02 E 831.51 feet to a 5/8" iron pin set 2.92 feet South of fence for the upper Northeast corner of this survey;
- THENCE:** S 00-39-37 W 1829.68 feet to a 5/8" iron pin set 0.86 feet North of fence for an interior corner of this survey;
- THENCE:** N 87-38-51 E 179.30 feet to a 5/8" iron pin found 2.00 feet North of a 6" diameter creosote corner post for the lower Northeast corner of this survey;
- THENCE:** Generally along fence, S 00-42-40 W 280.58 feet to a 5/8" iron pin found by an 8" diameter creosote corner post for the upper Northwest corner of that certain 350.000 acre tract of land described in a Deed to the State of Texas from the City of Hondo, dated October 5, 1990, as recorded in Volume 132 on Page 771 of the said Official Public Records, and an angle point of this survey;
- THENCE:** Generally along fence and the upper West line of said 350.000 acre tract of land, S 00-38-36 W 1050.85 feet to a 4" diameter concrete marker found by an 8" diameter creosote corner post for an interior corner of said 350.000 acre tract of land and the Southeast corner of this survey;
- THENCE:** Generally along fence and the lower North line of said 350.000 acre tract of land, S 89-56-42 W 890.92 feet to a 5/8" iron pin found by an 8" diameter creosote corner post for the lower Northwest corner of said 350.000 acre tract of land, the East end of the North Terminus Line of a 50-foot-wide Access Road for an angle point and along the North Ter-

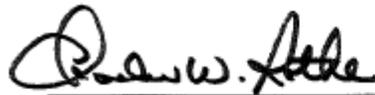
minus Line of said Access Road, S 89-56-17 W 47.96 feet to a 5/8" iron pin set in fence on the recognized West line of said Survey No. 121, the recognized East line of Survey No. 94, Abstract No. 1303, Stephen Koch, original Grantee, and the East line of that certain 112.728 acre tract of land described as Tract 1 in a Deed to Larry W. Winkler, et ux from Rita Jane Kissner, et al, dated December 12, 2007, as recorded in Volume 698 on Page 1193 of the said Official Public Records, for the West edge of the North Terminus line of said 50-foot-wide Access Road and the Southwest corner of this survey;

THENCE: Generally along fence, the recognized West line of said Survey No. 121, the recognized West line of said Survey No. 120, the recognized East line of said Survey No. 94, the recognized East line of said Survey No. 11, the lower West line of said 3517.90 acres of land, more or less, the East line of said 112.728 acre tract of land and the East line of that certain 42.799 acre tract of land described as Tract 2 in the aforementioned Deed to Larry W. Winkler, et ux, N 00-38-32 W 2619.93 feet to a 5/8" iron pin found by a 6" diameter cedar corner post for the Northeast corner of said 42.799 acre tract of land, the upper Southeast corner of said 189.237 acres of land and an angle point of this survey;

THENCE: Generally along fence, the recognized West line of said Survey No. 120, the recognized East line of said Survey No. 11, the lower West line of said 3517.90 acres of land, more or less, and the upper East line of said 189.237 acres of land, N 00-39-04 W 531.57 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 15th day of December, 2014.



Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



EXHIBIT B

Form of Sale Agreement

**SOUTH TEXAS REGIONAL AIRPORT
AT HONDO**

PURCHASE AND SALE AGREEMENT

EXHIBIT C

Form of Deed