



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION**

Lease 227 Acres Agricultural Land at Blackland Heritage County Park

**BIDS MUST BE RECEIVED ON OR BEFORE:**

**Aug 3, 2016 3:30:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:**

**Aug 3, 2016 3:30:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this bid.**

**All electronic bids must be submitted via:** [www.bidsync.com](http://www.bidsync.com)

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Bidders are strongly encouraged to carefully read this entire IFB.**

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods.**

**Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **IFB NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

## Bid 1606-098

### Lease 227 Acres Agricultural Land at Blackland Heritage County Park

Bid Number **1606-098**  
 Bid Title **Lease 227 Acres Agricultural Land at Blackland Heritage County Park**

Bid Start Date **In Held**  
 Bid End Date **Aug 3, 2016 3:30:00 PM CDT**  
 Question & Answer End Date **Jul 29, 2016 5:00:00 PM CDT**

Bid Contact **Jewel Walker**  
**Purchasing Specialist III**  
**512-943-1692**  
**jewel.walker@wilco.org**

Contract Duration **2 years**  
 Contract Renewal **3 annual renewals**  
 Prices Good for **90 days**

Bid Comments Williamson County seeks to lease acreage to a qualified farmer for Agricultural Crop production on approximately 227 acres, more or less, situated two (2) miles east of Jonah, Texas at the Williamson County Blackland Heritage County Park located off of State Highway 29, near the San Gabriel River, which said land is more specifically described in **Attachment 1** herein below (sometimes referred to herein as the "premises").

## Bid Submission Requirements

All Bid submissions must include the following completed forms and required information:

Williamson County Bid Form containing the cash bid lease amount per acre during the Initial Term to Williamson County (Bidder must only bid a cash rental amount. Williamson County is not accepting crop share bids or combinations of crop share and cash rent bids.);  
 Three (3) Farm References from whom Bidder has leased farm land from in the past five (5) years with names, addresses, and phone numbers for each reference. (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she/it can provide);  
 Any necessary disclosure of any existing or potential conflict of interest as required in the IFB above; and  
 Williamson County Conflict of Interest Statement.

**BID REQUIREMENTS for bidding on BIDSYNC:**

**If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.**

**Bid Form - enter total lease per month per acre on the first line item and attach the completed Bid Form.**

**IFB (Bid) Affidavit – fillable form – complete and accept**  
**Conflict of Interest Form – fillable form – complete and accept**  
**References - fillable form – complete and accept**

**BID REQUIREMENTS for Paper Bids sent to Purchasing Office:**

**SUBMITTAL : Submit one (1) original Bid, two (2) copies and one (1) CD or Thumb Drive consisting of the COMPLETED AND SIGNED Bid Form and any other required documentation.**

**SEALED: All Bids should be returned in a sealed envelope with the Bid name , number and Bidder Name clearly marked on the outside. If an overnight delivery service is used the Bid name , number and Bidder Name should be clearly marked on the outside of the delivery service envelope.**

**REFERENCES:** Williamson County requires Bidder to supply with his/her/its Bid a list of at least three (3) Farm References from whom Bidder has leased farm land from in the past five (5) years with names, addresses, and phone numbers for each reference (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she/it can provide).

**LEGIBILITY :** Bids must be legible and of a quality that can be reproduced.

**FORMS :** All Bids should be submitted on the forms provided in this Invitation for Bid. Changes to forms made by Bidder shall disqualify their Bid.

**LATE BID :** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

### **BID AWARD PROCESS**

All bids will be reviewed and ranked by Williamson County staff. An oral interview may be held if deemed necessary by Williamson County. The staff will make its recommendation to the Williamson County Commissioners Court, which will award the contract and Farm Lease to the overall highest and best bidder.

By submitting a Bid, Bidder acknowledges that Bidder must execute the attached Attachment 2 , Farm Lease, at the County's offices in Georgetown, Texas within ten (10) days after the Bidder has been notified that it/he/she has been selected, as further set forth herein above.

The bidder that is selected (Selected Bidder) will be informed of such selection and he/she/it must thereafter execute the attached Farm Lease in its unmodified form, as set out in this IFB above. If such Selected Bidder refuses to execute the attached Farm Lease as required by this IFB or if such Selected Bidder otherwise refuses to comply with his/her/its Bid hereunder, Williamson County may select the party chosen as the next highest and best bidder and so on until the Farm Lease is executed.

### **AWARD**

**THIRTY DAYS:** Award of the bid to the highest and best bidder should be made within approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for the offering covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

**CONTRACT/LEASE AGREEMENT:** The Selected Bidder's Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the Selected Bidder and Williamson County.

The Selected Bidder shall be required to execute a formal Farm Lease at the County's offices in Georgetown, Texas within ten (10) days after the Bidder has been notified that it/he/she has been selected. Said Farm Lease shall be in the same form as the lease that is attached hereto and marked **Attachment 2**, Farm Lease. The only anticipated changes in the attached Farm Lease will be to include additional exhibits, to fill in blanks to identify the Selected Bidder as the Lessee, insert terms relating to the rent, and/or to revise the Farm Lease to accommodate corrections and changes required by the County.

**Bidders should raise any questions regarding the terms of the attached Farm Lease, or submit requested changes in said terms, in the form of written questions or submittals, prior to the deadline for the submittal of Bids.** Because the signed Farm Lease will be substantively and substantially derived from the attached Farm Lease, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Farm Lease before submitting a Bid. Again, the attached Farm Lease contains important legal provisions and is considered part and parcel of this Invitation for Bids. Failure or refusal to execute the attached Farm Lease within the said time period shall be grounds for the County to revoke selection of a Bidder and select another Bidder.

The terms of this contract (Selected Bidder's Bid when properly accepted by Williamson County) and the Farm Lease may be collectively referred to herein as the "Lease Agreement." If, after the Bidder executes the Farm Lease, there is a conflict between the terms and conditions of this contract and the Farm Lease, the terms and condition of the Farm Lease shall control.

**CONTRACT ADMINISTRATION:** Under the Lease Agreement, Randy Bell, Williamson County Parks Director (or successor), shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson

County Commissioners' Court and the Selected Bidder.

**CONTRACT PERIOD:** The Initial Term of the Farm Lease shall be two (2) years and will commence on October 1, 2016 and will terminate on September 30, 2018, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

**EXTENSION TERM.** On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend the Farm Lease, for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Farm Lease. The Extension Term shall begin on the expiration of the Initial Term or the current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of the Farm Lease shall apply to any such Extension Term(s). The total term of the Farm Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

**RENT ADJUSTMENT FOR EXTENSION TERM(S).** Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

#### **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to:

**PURCHASING CONTACT:**

Jewel Walker  
Purchasing Specialist  
901 South Austin Avenue  
Georgetown, Texas 78626  
jewel.walker@wilco.org  
512-943-1692

**TECHNICAL CONTACT:**

Randy Bell, Parks Director  
219 Perry Mayfield  
Leander, TX 78641  
randybell@wilco.org

**Bidders shall neither contact nor lobby Williamson County employees, officers or agents during the bid process. Attempts by Bidders to contact and/or influence Williamson County employees, officers or agents may result in disqualification of Bid.**

#### **MISCELLANEOUS**

**FIRM PRICING:** The leased premises, described in the attached Farm Lease is to be on a "per acre per year" basis, stating a firm cash rental amount per acre. Bids which do not state a fixed firm cash rental amount price, or which are subject to change without notice, will not be considered.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**PAYMENT:** The payment of the rental amounts during each year of the Initial Term and during any yearly Extensions Term(s) shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31<sup>st</sup> and the second installment being due on or before September 30<sup>th</sup>.

Payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Parks and Recreation Department, Attn: Parks Director, 219 Perry Mayfield, Leander, Texas 78641

**INSPECTION OF PREMISES:** the premises as provided for herein is made on an "as is, where is" condition and basis "with all faults". Bidders are encouraged to inspect the premises being offered for lease under this Invitation for Bids prior to submitting a bid. Please contact the Technical Contact referenced above to schedule a time to inspect the premises. Bidder further acknowledges and agrees that having been given the opportunity to inspect the premises, bidder is relying solely on its own investigation of the premises and not on any information provided or to be provided by Williamson County.

**SOIL TEST:** During the last month of each year the Initial Term and during the last month of any Extension Term, the Williamson

County Parks Department may, at its discretion, obtain a Soil Test. The results of a Soil Test will be discussed with the Selected Bidder and Selected Bidder must employ necessary agronomic and conservation techniques to improve the premises. In the event Selected Bidder fails to employ necessary agronomic and conservation techniques to improve the premises, such failure will constitute a breach under the contract and Farm Lease and Williamson County may exercise its rights under the contract and Farm Lease. Furthermore, any failure of Selected Bidder to employ necessary agronomic and conservation techniques to improve the premises will, to the extent allowed by law, be considered by Williamson County in relation to any future lease offerings of the premises should Selected Bidder submit a bid, proposal or offer to lease the premises.

**Item Response Form****Item**                      **1606-098--01-01 · ATTACH ALL DOCUMENTS HERE****Quantity**                **1 acre****Unit Price****Delivery Location****Williamson County, Texas**Parks and Recreation

219 Perry Mayfield

Leander TX 78641

**Qty 1****Description**

ENTER PRICE PER ACRE AND ALL OTHER DOCUMENTS HERE

**ATTACHMENT 1**  
**WILLIAMSON COUNTY BID FORM**  
**LEASE 227 ACRES AGRICULTURAL LAND at**  
**BLACKLAND HERITAGE COUNTY PARK**

**BID NUMBER:**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**RENT DURING LEASE PERIODS OF THE LEASE TERM:**

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE*	Total Rent Amount Per Year During Initial Term
227 Acres	\$_____*	Approximately 227 Acres x Rental Amount Per Acre = Total Rent Amount Per Year During Initial Term, which shall be paid annually in two equal installments in accordance with the terms of the Farm Lease.

**\*Bidder must only propose a cash rent amount. Williamson County is not accepting crop share Bids or any combination of crop share and cash rental Bids. Bidder must fill in the blank line above.**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, Special Provisions and Farm Lease attached hereto as **Attachment 2**, for the amount(s) shown on the accompanying Bid sheet(s). By signing below, you have read the entire document and agree to the terms contained in this IFB and the Farm Lease attached hereto as **Attachment 2**.

\_\_\_\_\_  
 Signature of Person Authorized to Sign Bid

Date: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**ATTACHMENT 2**



## **FARM LEASE**

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON           §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and [REDACTED], hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

### **ARTICLE 1: LEASE TERM; EXTENSION TERM(S)**

**A.** Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2016 and will terminate on September 30, 2018, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

**B.** Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

### **ARTICLE 2: RENT; PAYMENT OF RENT**

**A.** Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of \$ [REDACTED] (approximately 227 acres at \$ [REDACTED] per acre).

**B.** Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

**C.** The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31<sup>st</sup> and the second installment being due on or before September 30<sup>th</sup>.

**D.** All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

### **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

### **ARTICLE 5: USE OF PREMISES**

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

## ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

## ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .
- B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.
- C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

## **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

## **ARTICLE 9: INDEMNIFICATION & INSURANCE**

**A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### **ARTICLE 10: BREACHES BY LESSEE**

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

#### **ARTICLE 11: BREACHES BY LESSOR**

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

#### **ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE**

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

#### **ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease , in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

#### **ARTICLE 15: RIGHT TO SELL**

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease , the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

#### **ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE**

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

#### **ARTICLE 17: LIMITATIONS OF WARRANTIES**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY**

CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### **ARTICLE 19: SOIL TEST**

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The



results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

## ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge (or successor)  
301 S.E. Inner Loop, Ste. 109  
Georgetown, Texas 78626

With copy to: Williamson County Parks & Recreation Department  
ATTN: Parks Director  
219 Perry Mayfield  
Leander, TX 78641

LESSEE: At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**Lessee:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Telephone: (512) \_\_\_\_\_

Fax: (512) \_\_\_\_\_

## Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.



## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared , (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for , (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said , (*Name of Respondent*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the  day of  , 20.

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor or other person doing business with local governmental entity****Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1

**Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

	5
	6

4

**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

	5
	6





# **CONFLICT OF INTEREST QUESTIONNAIRE** **For vendor or other person doing business with local governmental entity**

**Form CIQ**  
**Page 2**

5

**Name of local government officer with whom filer has affiliation or business relationship.**  
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	5
	6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

	5
	6

7

Signature of person doing business with the governmental entity

Date

**Signature not required if completing in BIDSYNC electronically.**

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

## **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

## Question and Answers for Bid #1606-098 - Lease 227 Acres Agricultural Land at Blackland Heritage County Park

### Overall Bid Questions

There are no questions associated with this bid.