

## **Solicitation 1807-250**

### **Landfill Farm Lease Hutto - 135 Acre Tract**

#### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1807-250

### Landfill Farm Lease Hutto - 135 Acre Tract

Bid Number 1807-250  
 Bid Title Landfill Farm Lease Hutto - 135 Acre Tract

Bid Start Date In Held  
 Bid End Date Aug 24, 2018 3:00:00 PM CDT  
 Question & Answer End Date Aug 17, 2018 5:00:00 PM CDT

Bid Contact Blake Skiles  
 Senior Purchasing Specialist  
 512-943-1478  
 blake.skiles@wilco.org

Contract Duration 5 years  
 Contract Renewal 1 annual renewal  
 Prices Good for Not Applicable

Bid Comments **Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately 135 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.**

#### Item Response Form

Item 1807-250-01-01 - Total Bid Price

Quantity 1 each

Unit Price

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

#### Description

Please Enter Total Bid Price For 12 Month Lease Period

Item 1807-250-01-02 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.


Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

#### Description

Please Attach All Documents To This Line





## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-250**

Landfill Farm Lease Hutto - 135 Acre Tract

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Aug 24, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Aug 24, 2018 3:00:00 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)**

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.

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

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.

**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.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- 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: **BID 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.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - 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 Bidder has obtained any outstanding addenda or additional information.

## **BID REQUIREMENTS**

### **REFERENCES:**

Williamson County requires Bidder to supply with this Bid a list of at least three (3) references the Bidder has leased property from in the past. 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 references as can be provided. For each reference, include name of reference, address, telephone number and name of representative.

### **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 may disqualify their Bid.

### **RESPONSIBILITY:**

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) be otherwise qualified and eligible to receive an award of the lease being offered.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

## **AWARD**

### **AWARD:**

Awards should be made within approximately sixty (60) days after the Bid opening date. Results of bids and IFB documents may be obtained by visiting the county Bid Portal [www.bidsync.com](http://www.bidsync.com).

**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 any or all property 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.

**MISCELLANEOUS****RENTAL AMOUNT:**

The proposed rental amount for each 12 month lease period must be good until the end of the Initial Term. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a lease for the period implied or expressly stated in the highest and best Bid.

**PAYMENT OF TAXES:**

**Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any 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. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.**

**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:**

Payments must be in accordance with the terms of the Lease Agreement.

**CONFLICT OF INTEREST:**

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement must be completed, signed, and submitted with your Bid. Each Bidder must also disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way regarding the Lease that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for rejection of Bidder's Bid or future termination of the contract and Lease Agreement. Williamson County will decide, in its sole discretion, if an actual or perceived conflict should result in Bid disqualification.

**ETHICS:**

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.**

**DOCUMENTATION:**

Bidder shall provide with this response, all documentation required by this request for Bid. Failure to provide this information may result in rejection of the Bid.

**REMEDIES FOR DEFAULT:**

In the event of breach or default of this contract and/or the Lease Agreement, Williamson County reserves the right to enforce the performance thereof in any manner prescribed by law and/or in any manner set forth herein or in the Lease Agreement.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:**

The Successful Bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.



**LIMITATIONS OF WARRANTIES:**

**WILLIAMSON COUNTY 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 BEING OFFERED FOR LEASE (THE "LEASED PREMISES"), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH A LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED 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 LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES.**

**BY RESPONDING TO THIS REQUEST FOR BIDS, THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, HE/SHE/IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". BIDDER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE LEASE AGREEMENT.**

**INSURANCE:**

As required by the terms of the Lease Agreement, at all times during any term of the Lease, at Bidder's sole cost, Bidder must provide a comprehensive public liability insurance policy protecting Williamson County against all claims or demands that may arise or be claimed on account of Bidder's use of the Leased Premises at the coverage levels set out in the Lease Agreement. 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 Williamson County as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Bidder shall deliver to Williamson County annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Bidder further agrees to maintain at all times during any term of the Lease, at Bidder's cost, broad coverage fire and casualty insurance on its property and to provide Williamson County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Bidder's property will not be covered by any hazard insurance that may be carried by Williamson County. The Bidder assumes the risk of loss on all contents of the Leased Premises owned by the Bidder, excluding the building structures and improvements owned by the Lessor.

**Bidder shall, within ten (10) calendar days from the execution of the Lease, obtain a certified statement** by each insurance carrier containing a clause providing that the insurance carrier will give Williamson County thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Bidder and shall be for a period of at least one (1) year.

**INSPECTION OF PROPERTY:**

**THE LEASED 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 property being offered for lease under this Request for Bids prior to submitting a Bid. Please contact the Technical Contact referenced above to schedule a time to inspect the property.**



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately **135 acres** of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease.

#### **1.2 Technical Contact**

Pete Correa, Executive Assistant to Williamson County Commissioner Precinct 4 (or successor) 350 Exchange Boulevard, Suite 100, Hutto, TX 78634 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

**PRICE SHEET****RENT FOR EACH TWELVE-MONTH LEASE PERIOD:**

**First Lease Period:** October 1, 2018 to September 30, 2019 (12 months)

**Second Lease Period:** October 1, 2019 to September 30, 2020 (12 months)

**Third Lease Period:** October 1, 2020 to September 30, 2021 (12 months)

**Fourth Lease Period:** October 1, 2021 to September 30, 2022 (12 months)

**Fifth Lease Period:** October 1, 2022 to September 30, 2023 (12 months)

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For Twelve Month Lease Periods
<u><b>135 acre</b></u>	\$ <span style="background-color: yellow;">          </span>	approx.135 acres x \$ <span style="background-color: yellow;">          </span> = \$ <span style="background-color: yellow;">          </span> per Twelve Month Lease Period to be paid in two equal installments.

**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 **135 acres**, more or less, situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" and "A-1" (the "Premises"), subject to the following terms and conditions:

**ARTICLE 1: TERM OF LEASE**

The total term of this Lease shall be five (5) years, commencing on the 1<sup>st</sup> day of October, 2018 (the "Commencement Date") and terminating on the 30<sup>th</sup> day of September, 2023 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

**First Lease Period:           October 1, 2018 to September 30, 2019 (12 months)**

**Second Lease Period:       October 1, 2019 to September 30, 2020 (12 months)**

**Third Lease Period: October 1, 2020 to September 30, 2021 (12 months)**

**Fourth Lease Period: October 1, 2021 to September 30, 2022 (12 months)**

**Fifth Lease Period: October 1, 2022 to September 30, 2023 (12 months)**

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

- A. Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$                      (approximately 135 acres at \$            per acre) for each twelve (12) month lease period.
- B. Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31<sup>st</sup> and the second installment being due on or before September 30<sup>th</sup>.
- C. Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

## **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 and any ad valorem taxes assessed against the Premises. If any 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. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

#### **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 debt 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 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. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that

Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use 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 land 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 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.



**C.** 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.

**D.** 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.

**E.** 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.

**F.** 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.

**G.** In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

#### **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 LAND 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: DEFAULTS 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 default 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 (the "Termination Date") 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 default, 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 default is cured, without being liable for damages.

#### **ARTICLE 11: DEFAULTS BY LESSOR**

Defaults 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 default 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 or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, 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 a lease period.

**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 default 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. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, 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: 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  
710 Main Street, Suite 101  
Georgetown, Texas 78626

LESSEE: At the address set forth 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. Day.** Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

**K. 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 to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Lessor:**

Williamson County, Texas

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

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

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

**Lessee:**

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

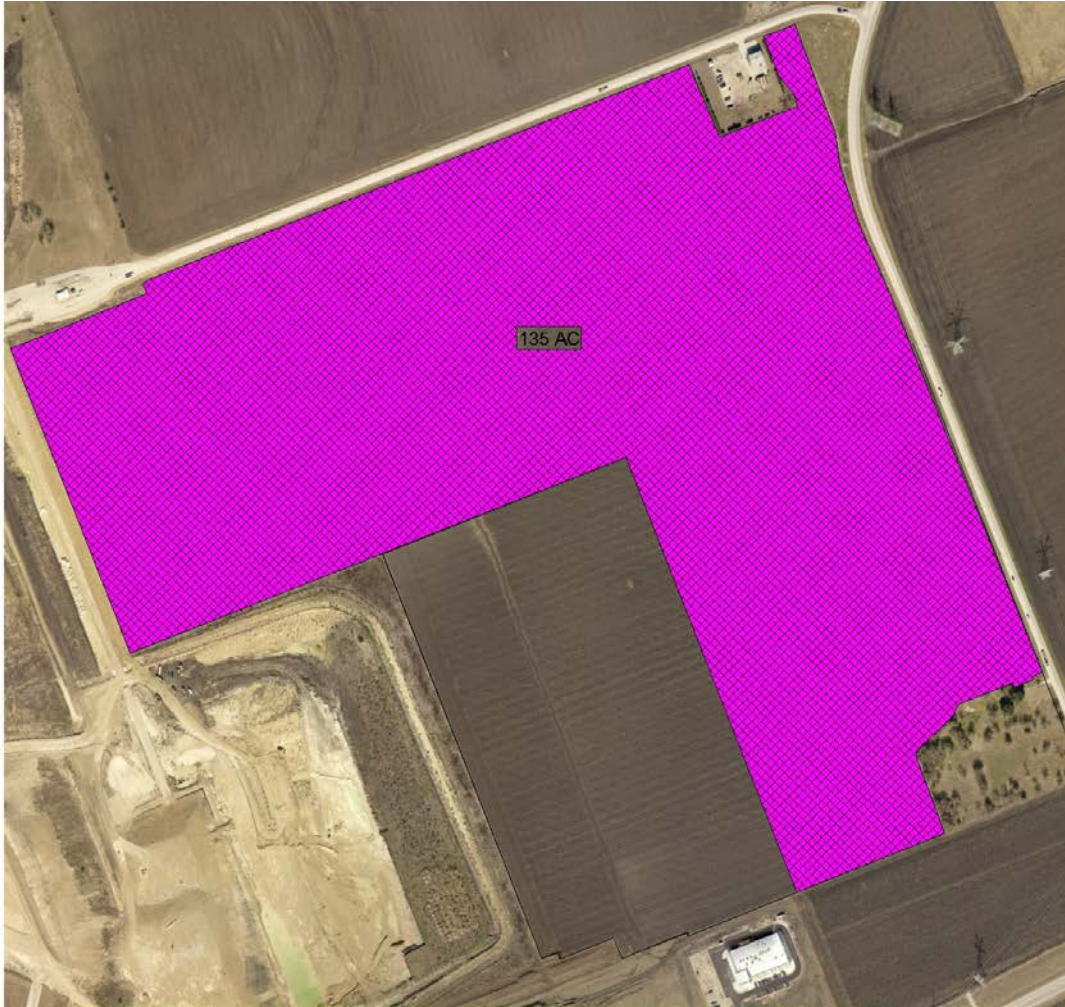
Printed Name: \_\_\_\_\_

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

## **Exhibit "A"**

Approximately **135 acres** of land, more or less, being out of both a 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas and out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas. The boundary of the Premises is identified and depicted in Exhibit "A-1" following this Exhibit "A".

## Exhibit "A-1"



## BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas 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, 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.

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.

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."

<b>Name of Bidder:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Address of Bidder:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Email:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Telephone:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Printed Name of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Signature of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

### **Cooperative Purchasing Program**

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***



BEFORE ME, the undersigned authority, a Notary Public, 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 Bidder) and have been duly authorized to execute the foregoing on behalf of the said [ ] (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named [ ]  
on this the [ ] day of [ ], 20[ ].

[ ]  
Notary Public in and for

The State of [ ]

The County of [ ]

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

**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.

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 is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

# 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:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:
<div><div></div><div>5</div><div>6</div></div>

## Question and Answers for Bid #1807-250 - Landfill Farm Lease Hutto - 135 Acre Tract

### Overall Bid Questions

There are no questions associated with this bid.