

INVITATION TO BID

AGRICULTURAL LEASE EVENT CENTER PREMISES 194.16 ACRES

Solely for planting, raising and harvesting row crops and no other purposes

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- Bid Specifications (Page 1 thru 6, and Copy of Lease Agreement & Insurance Addendum)
 Bid Specifications include a copy of the lease agreement and insurance addendum

REQUIRED FORMS TO BE RETURNED

- Bid
- Affidavit
- Certificate of Interested Parties Form 1295
 (Sample Copy Only is attached – Bidder must complete online)
- Copy of Proof of current Certificate(s) of Liability Insurance
 (Once the bid is awarded, the awarded bidder shall provide all required insurance certificates naming, by policy endorsement, Calhoun County as an additional insured.)

OTHER INFORMATION INCLUDED IN THE BID PACKET

Rent that was being paid on the Event Center Premises at the time of purchase and was reflected in the sale when Calhoun County made the purchase: \$75.00 per acre

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive bids for the lease of the below described premises:

AGRICULTURAL LEASE – EVENT CENTER PREMISES, 194.16 ACRES

Bids shall be for the lease of the following premises solely for planting, raising and harvesting row crops and for no other purposes:

SURFACE ONLY of approximately 194.16 acres of land, situated in Calhoun County, Texas, being that 200.03 acres of land, more or less, situated in Calhoun County, Texas consisting of Tracts 1, 2, 3, 4, 5, 6, 7, and 8 depicted in Plat Record 2019-03920 of the Plat Records of Calhoun County, Texas LESS AND EXCEPT 5.87 acres being Tract 8 depicted in Plat Record 2019-03920 of the Plat Records of Calhoun County, Texas ("Premises"). Said lease acreage is depicted in a plat attached hereto as Exhibit "A" and incorporated for all purposes.

Term of the agricultural lease is for three (3) years with the option to renew for additional three (3) year terms upon Commissioners Court approval.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Bid Notices and Results), or by contacting Peggy Hall, Assistant Auditor at 361-553-4610 or peggy.hall@calhouncotx.org.

SEALED BIDS ARE DUE on or before 2:00 PM, Tuesday, September 1, 2020. At that time, all bids will be publicly opened and read aloud. The bids will be considered for award on Wednesday, September 9, 2020 during Commissioners Court.

All bids (one original) must be delivered in a sealed 9 x 12 or larger envelope and clearly marked: SEALED BID: AGRICULTURE LEASE – EVENT CENTER PREMISES, 194.16 ACRES. Calhoun County does not accept faxed or emailed bids.

Sealed Bids may be hand delivered or mailed to:

Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 S. Ann St., 3rd Floor, Suite 301
Port Lavaca, TX 77979

Commissioners Court reserves the right to waive technicalities, reject any or all bids, to accept the bid deemed most advantageous to Calhoun County and to be the sole judge in determining which bid will be the most advantageous to Calhoun County.

The County of Calhoun is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services.

Cindy Mueller
County Auditor
Calhoun County, Texas

**RETURN INSTRUCTIONS
FOR SUBMITTING SEALED BIDS
FOR: AGRICULTURAL LEASE – EVENT CENTER PREMISES, 194.16 ACRES**

DEADLINE FOR SUBMISSION OF BIDS:

2:00 PM, Tuesday, September 1, 2020

REQUIRED FORMS TO BE RETURNED:

One (1) unbound original of the following required forms must be returned by the time and date due.

- ___ Bid
- ___ Affidavit
- ___ Certificate of Interested Parties, Form 1295
- ___ Copy of proof of required insurance (copy of current coverages)
 ** Once the bid is awarded, the awarded bidder shall provide all required insurance certificates naming, by policy endorsement, Calhoun County as an additional insured.*

Do Not Fold any of the above information.

Bid shall be returned in a sealed 9 x 12 or larger envelope clearly marked on the outside of the envelope:

SEALED BID: AGRICULTURAL LEASE – EVENT CENTER PREMISES, 194.16 ACRES

If bid is sent by UPS, FedEx, or other delivery service, the outside of the UPS/FedEx/Other Delivery Service envelope must be clearly marked:

SEALED BID: AGRICULTURAL LEASE – EVENT CENTER PREMISES, 194.16 ACRES

SUBMISSION OF BIDS:

Bids may be hand delivered or mailed.

Submit Sealed Bid to: Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 S. Ann St., Suite 301
Port Lavaca, TX 77979

For any questions concerning location of the premises, please contact Richard H. Meyer, County Judge at 361-553-4600.

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidder's/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Bid, RFP, RFQ, and/or Contract:

On or before the due date and time, the bidder/vendor must return the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms to the Calhoun County Judge's Office, 211 S. Ann St., 3rd Floor, Suite 301, Port Lavaca, Texas.

The clock in the Calhoun County Judge's office is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark will not suffice.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a sealed 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the sealed envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes. Tax exempt forms will be furnished upon request to the Calhoun County Auditor's Office.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term “business entity” includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term “contract” includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked “Office Use Only” located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Bid, RFP, RFQ, and/or Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract, or awards a Bid, RFP, and/or RFQ with a business entity, the County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder’s/vendor’s principals, are not on the federal government’s list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results, including principals, if any, from the System for Award Management (www.SAM.gov) that includes the record date must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

General Liability (\$100,000/\$300,000 or greater)
Workers' Compensation (at Statutory Limits)
Employer's Liability (\$1,000,000 or greater)
Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
Professional Liability Insurance (if applicable)
Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Cindy Mueller
Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614
Email: cindy.mueller@calhouncotx.org

To request a Bid, RFP, and/or RFP packet from Calhoun County, or information on how to obtain a packet, please contact:

Peggy Hall
Assistant Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614
Email: peggy.hall@calhouncotx.org

Bids, RFPs, and/or RFQs may also be viewed on Calhoun County's website, www.calhouncotx.org, under Bid Notices and Results.

**SPECIFICATIONS FOR
AGRICULTURAL LEASE
EVENT CENTER PREMISES
194.16 ACRES**

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed bids will be received for the lease of the premises described below:

DESCRIPTION OF PREMISES TO BE LEASED:

SURFACE ONLY of approximately 194.16 acres of land, situated in Calhoun County, Texas, being that 200.03 acres of land, more or less, situated in Calhoun County, Texas consisting of Tracts 1, 2, 3, 4, 5, 6, 7, and 8 depicted in Plat Record 2019-03920 of the Plat Records of Calhoun County, Texas LESS AND EXCEPT 5.87 acres being Tract 8 depicted in Plat Record 2019-03920 of the Plat Records of Calhoun County, Texas ("Premises"). Said lease acreage is depicted in a plat attached hereto as Exhibit "A" and incorporated for all purposes.

The premises do not include and the bidder will not be permitted to use the Excluded Improvements.

Excluded Improvements are any structure, improvement, or equipment situated on the premises and constructed or installed by any person or entity other than the bidder.

If at any time within the three (3) year lease agreement period, Calhoun County needs 20 acres or less from the premises, Calhoun County will give the awarded bidder one hundred and eighty (180) days written notice and adjust the rent accordingly.

PURPOSE OF LEASE:

Solely for planting, raising and harvesting row crops and for no other purposes.

TERM OF LEASE:

Term of lease is for three (3) years with the option to renew for additional three (3) year terms upon Commissioners Court approval. The renewal option, if approved, expressly grants extension of the lease for multiple three (3) year terms.

1st Year: October 1, 2020 thru August 31, 2021
2nd Year: September 1, 2021 thru August 31, 2022
3rd Year: September 1, 2022 thru August 31, 2023

If the renewal option is approved by Commissioners Court, each lease year shall begin September 1st and end August 31st.

LEASE PAYMENT:

First year's lease payment shall be payable in advance upon the execution and delivery of this Agricultural Lease Agreement at the time the identity of the successful bidder is determined.

Each year's lease payment thereafter shall be due on or before September 1st of each successive year.

All payments shall be made payable to Calhoun County and submitted to the Calhoun County Treasurer, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite A, Port Lavaca, TX 77979. Payments may be hand delivered or mailed.

Proof of each payment (copy of the receipt from the County Treasurer) shall be provided yearly to the Calhoun County Auditor, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite B, Port Lavaca, TX 77979. Proof of payment can be hand delivered or mailed.

Should awarded bidder be in default in the payment of any rental due, Calhoun County shall have the right to terminate this agreement or pursue any remedy available by law.

MINIMUM INSURANCE REQUIREMENTS:

As additional security for Calhoun County and as separate obligation of bidder not in conjunction with any other provisions of this agreement, bidder agrees to carry and maintain during the term of this agreement with coverages and limits of liability not less than those shown herein.

All coverages shall apply on an occurrence basis. The insurance coverage requirements in this agreement will in no way be construed as limiting the scope of indemnification herein.

Each contractor or agent, if any, who provides farm services to the bidder, shall also provide and maintain during the term of their respective agreements the insurance coverages specified as follows with limits of liability determined appropriate by bidder. In the event work is performed by a contractor or agent, bidder shall be primarily responsible for any liability arising directly or indirectly out of the services performed that is not otherwise covered by any contractor's or agent's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Calhoun County, and shall not require the exhaustion of any other coverage at all layers. Contractor or agent of the bidder shall promptly notify Calhoun County when any insurance policy required is not reasonably available and shall state the reasons therefore.

Bidder shall procure at its expense, and maintain, and shall require all contractors or agents, if any, to procure and maintain in full force during the full term of this agreement, insurance policies, from an insurer, or insurers, licensed (admitted) to do business in the State of Texas (with an AM Best Rating of a VII or better) and each of which insurers shall be satisfactory to Calhoun County; and the said policies shall provide insurance of the type and in the amounts below indicated. If the bidder maintains broader coverage and/or higher limits than the minimum requirements listed below, Calhoun County requires and shall be entitled to the broader coverage and/or higher limits maintained by the bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Calhoun County.

a) FARM LIABILITY INSURANCE POLICY with a combined limit of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate and will be primary and non-contributory with any other coverage elsewhere afforded or available to Calhoun County, as well as provide primary coverage for all losses and damages related to or arising out of the work, and shall not require the

exhaustion of any other coverages afforded or available to Calhoun County. The policy/policies must be under an occurrence policy form. Coverage shall include but not be limited to liability assumed by bidder under the awarded lease, including the Tort liability of another assumed in a business contract/agreement/lease, and shall include unmodified separations of insureds coverage for premises/operations, personal injury liability, products/completed operations, liability for the application of herbicide or pesticide and wildfire/burn liability coverage. The policy/policies may not exclude or limit liability within the policy limits for personal or bodily injury or damages or death of an employee of bidder or Calhoun County or any other endorsement modifying the employer's liability exclusion.

b) AUTOMOBILE LIABILITY INSURANCE POLICY with a combined limit of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate covering liability arising out of any auto (owned, hired and non-owned) used in the operations of the bidder and will be primary and non-contributory with any other coverage elsewhere afforded or available to Calhoun County, as well as provide primary coverage for all losses and damages related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to Calhoun County. The policy/policies must be under an occurrence policy form.

c) STATUTORY COVERAGE WORKERS' COMPENSATION INSURANCE (including occupational disease coverage) in accordance with the laws of the State of Texas. Coverage shall include voluntary compensation endorsement. The workers' compensation insurance policy shall include employer's liability insurance with a combined limit of not less than \$1,000,000 bodily injury by accident; and \$1,000,000 by disease each employee; \$1,000,000 bodily injury by disease policy limit. This workers' compensation insurance requirement is only applicable when the bidder or the bidder's contractor or agent utilizes employees in the operation of the leased premises.

WAIVER OF SUBROGATION:

Bidder hereby waives all rights of subrogation against Calhoun County and its respective officials, employees, and insurers and all policies of insurance provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

ADDITIONAL INSURED:

All policies (except for workers' compensation/employer's liability) will name, by policy endorsement, Calhoun County as an additional insured and must provide coverage to the maximum extent permitted by law.

PRIMARY AND NON-CONTRIBUTORY:

Calhoun County and bidder intend that the bidder shall ensure that all policies purchased in accordance with this section will protect Calhoun County and bidder, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Calhoun County, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to Calhoun County.

SEVERABILITY AND CROSS LIABILITY:

The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Calhoun County from asserting claims against the bidder or any other insured under the policies.

NOTICE OF CANCELLATION, MATERIAL CHANGE AND NON-RENEWAL:

All insurance required herein shall be endorsed to provide a thirty (30) day notice of cancellation, material change and non-renewal to bidder to the extent commercially available. If this endorsement cannot be provided, bidder will immediately provide written notice to Calhoun County should any of the insurance policies required herein be cancelled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than thirty (30) days prior (except 10 days for nonpayment of premium) to any such action being taken.

PROOF OF INSURANCE:

Prior to commencement of the Lease, bidder shall furnish Calhoun County insurance certificate(s) on a form satisfactory to Calhoun County executed by an authorized representative of the insurer, and if requested by Calhoun County, for each policy, a copy of the declaration page. If not on the declarations page, a copy of any schedule showing the limits of insurance and a list of all endorsements to the policy, together with a copy of each endorsement herein requested and certified copies of insurance policies, with endorsements, evidencing the applicable policies, coverages and limits, including those of contractors or agents used by bidder.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by bidder or its contractors or agents does not release or diminish in any manner the liability or obligations of bidder or its contractors or agents or constitute a waiver of any of the insurance requirements under this agreement.

Replacement certificates of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Proof of continuation of all required insurance coverage shall be provided to the Calhoun County Auditor each year. The replacement certificates of insurance evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be hand delivered or mailed to: Calhoun County Auditor, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite B, Port Lavaca, TX 77979.

Should bidder or bidder's contractor or agent at any time neglect, refuse to provide or cancel the insurance required herein, Calhoun County shall have the right to terminate this agreement or pursue any remedy available by law.

INDEMNIFICATION:

The successful bidder shall defend, indemnify and hold Calhoun County and its officials, employees, and agents harmless from all suits, actions, or for personal injury, death and/or

property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's or bidder's contractors or agents performance.

ADDITIONAL BID INFORMATION:

Any buildings which are located on the premises do not belong to the awarded bidder and such buildings are not covered by this bid, and the right is reserved for the owner of any such dwelling or building to remove the same from the Event Center Premises.

Calhoun County reserves the right to enter upon the leased premises at any time to inspect the same.

The awarded bidder shall not have the right to transfer or assign this lease agreement in whole or in part or to sublease the leased premises or any part thereof without first obtaining the written consent and approval of Calhoun County Commissioners Court.

Should there be a change in ownership or management after the bid is awarded, the lease agreement shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the lease agreement with its present provisions and approved by Calhoun County Commissioners Court.

All damage to the leased premises, caused by the awarded bidder or bidder's contractors, agents, servants, employees, or guests shall be repaired at the cost and expense of the awarded bidder, except damages caused by normal wear and tear, storm, accidental fire or inevitable accident.

Calhoun County is not responsible for errors if the forms are handwritten. It is recommended that all information submitted be typed (excluding signatures). If handwritten, must be in ink and legible.

Any exceptions and/or variations from the specifications in this bid document must be indicated on a separate attachment to the bid and labeled as such. Exceptions taken and or variations made to the specifications and listed on a separate attachment may void the bid.

The award of a bid will be voided if specifications, general conditions, and lease agreement requirements are not followed/met. The bid would then be awarded to the next bidder which submitted the next best bid that met specifications, general conditions and lease agreement requirements of the bid.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

If the bid is awarded, award information will be mailed and/or emailed to all bidders that submitted a bid regardless if the bidder was awarded the bid. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the bidders as soon as possible.

To obtain results, or if you have any questions, please contact Peggy Hall, Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4610, peggy.hall@calhouncotx.org. As time permits, the bid award will be posted on Calhoun County's website, www.calhouncotx.org, under Bid Notices and Results.

Bidder understands that Calhoun County is a government entity, subject to Texas State and Federal Public Information Statutes. Bidder hereby waives any obligation to the release to the public of any documents submitted in accordance with the bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and/or emailed to each bidder that received a bid packet.

The Agricultural Lease and Insurance Addendum (copy attached) is a part of the bid specifications and may not be altered except through an addendum approved by Calhoun County Commissioners Court.

REQUIRED FORMS TO BE RETURNED:

- Bid Form
- Affidavit
- Certificate of Interested Parties, Form 1295
- Copy of proof of current certificate(s) of liability insurance
(Note: Once the bid is awarded, the awarded bidder shall provide all required insurance certificates (Form ACORD 25 or equivalent) naming, by policy endorsement, Calhoun County as an additional insured)

DEADLINE FOR SEALED BID SUBMISSION:

2:00 PM, Tuesday, September 1, 2020

SUBMISSION OF SEALED BID:

The submission of the Sealed Bid and Required Forms, consisting of one (1) unbound original may be hand delivered or mailed to:

Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 S. Ann St., Suite 301
Port Lavaca, TX 77979

The outside of the sealed 9 x 12 or larger envelope must be clearly marked:
Sealed Bid: Agricultural Lease – Event Center Premises, 194.16 Acres

If you send your sealed bid by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked:

Sealed Bid: Agricultural Lease – Event Center Premises, 194.16 Acres

For any questions concerning location of the premises, please contact Richard H. Meyer, County Judge at 361-553-4600.

Agricultural Lease

Basic Information

Lease Date: Effective as of October 1, 2020

Landlord: Calhoun County, a political subdivision of the State of Texas

Landlord's Address:

Calhoun County
211 S. Ann Street
Port Lavaca, TX 77979

Tenant: Tenant

Tenant's Address:

Tenant

Premises: SURFACE ONLY of approximately 194.16 acres of land, situated in Calhoun County, Texas, being that 200.03 acres of land, more or less, situated in Calhoun County, Texas consisting of Tracts 1, 2, 3, 4, 5, 6, 7, and 8 depicted in Plat Record 2019-03920 of the Plat Records of Calhoun County, Texas LESS AND EXCEPT 5.87 acres being Tract 8 depicted in Plat Record 2019-03920 of the Plat Records of Calhoun County, Texas ("Premises"). Said lease acreage is depicted in a plat attached hereto as Exhibit "A" and incorporated for all purposes.

The Premises do not include and Tenant will not be permitted to use the Excluded Improvements.

Excluded Improvements: Any structure, improvement, or equipment situated on the Premises and constructed or installed by any person or entity other than Tenant.

If at any time within the three (3) year lease period, Landlord needs 20 acres or less from the premises, Landlord will give Lessee 180 day's written notice and adjust the rent accordingly.

Base Rent: \$_____ (194.16 acres multiplied by \$_____ per acre) paid annually with the first annual amount due and payable upon the execution of this Lease and each annual payment thereafter due and payable on September 1st of each successive year.

All payments shall be made payable to Calhoun County and submitted to the Calhoun County Treasurer, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite A, Port Lavaca, TX 77979. Payments may be hand delivered or mailed.

Proof of each payment (copy of the receipt from the County Treasurer) shall be provided yearly to the Calhoun County Auditor, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite B, Port Lavaca, TX 77979. Proof of payment can be hand delivered or mailed.

Term (months): 3 years (unless terminated earlier as provided for herein)

Commencement Date: October 1, 2020

Termination Date: August 31, 2023

Security Deposit: \$0.00

Permitted Use: Solely for planting, raising, and harvesting row crops and no other purpose.

Renewal Option: This lease may be renewed by Tenant for additional three (3) year terms upon Commissioners Court approval. This clause expressly grants extension of this lease between Tenant and Landlord for multiple three (3) year terms.

If this renewal option is approved by Commissioners Court, each lease year shall begin September 1st and end August 31st.

Tenant's Insurance: As required by Insurance Addendum

A. Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Injury" means (1) harm to or impairment or loss of property or its uses or (2) harm to or death of a person.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey all laws relating to Tenant's use, maintenance of condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.

B.1.d. Pay the Base Rent when it is due, without demand, to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Pay for all labor, fuel, and utility services used by Tenant.

B.1.g. Pay all taxes on the crops raised on and Tenant's personal property located on the Premises.

B.1.h. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, replace, and maintain any part of the Premises used by Tenant.

B.1.j. Repair any damage to the Premises, Land, or Excluded Improvements caused by Tenant.

B.1.k. Maintain the insurance coverages described in the attached Insurance Addendum.

***B.1.l.* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S OFFICIALS, EMPLOYEES OR AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS' USE OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY OR GROSS NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S OFFICIALS, EMPLOYEES OR AGENTS. IT IS THE SPECIFIC INTENTION OF THE PARTIES THAT LIABILITY OF TENANT AND FARM SERVICE CONTRACTORS FOR INJURIES TO THEIR EMPLOYEES SHALL NOT BE LIMITED BY TENANT'S OR FARM SERVICE CONTRACTOR'S WORKERS' COMPENSATION LIABILITY INSURANCE OR OTHERWISE AND THAT INDEMNITEES SHALL HAVE NO LIABILITY WHATSOEVER FOR INJURIES TO THE EMPLOYEES OF THE TENANT OR ITS FARM SERVICE CONTRACTORS. TO THE EXTENT THAT THE LAWS OF THE GOVERNING JURISDICTION PROHIBIT OR DECLARE UNENFORCEABLE THIS INDEMNIFICATION AS IT APPLIES TO ANY INDEMNITEES' OWN NEGLIGENCE OR FAULT, THEN THIS INDEMNIFICATION SHALL BE INTERPRETED TO OBSERVE SUCH PROHIBITION OR DECLARATION BUT ONLY TO THE EXTENT NECESSARY TO CAUSE IT TO BE CONSISTENT WITH THE LAWS OF SAID GOVERNING JURISDICTION AND TO CAUSE THE MAXIMUM INDEMNIFICATION OF INDEMNITIES AS ALLOWED THEREUNDER.**

B.1.1.1. Additional Insured. All policies (except for workers' compensation/employer's liability) will name, by policy endorsement, Calhoun County as additional insured and must provide coverage to the maximum extent permitted by law.

B.1.1.2. Primary and Non Contributory. Landlord and Tenant intend that the Tenant shall ensure that all policies purchased in accordance with this section will protect Landlord and Tenant, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Landlord, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to landlord.

B.1.1.3. Severability and Cross Liability. The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Calhoun County from asserting claims against the tenant farmer or any other insured under the policies.

B.1.m. Upon the request of Landlord, deliver to Landlord a financial statement perfecting the security interest.

B.1.n. Vacate the Premises on the last day of the Term.

B.1.o. Pay all costs of planting, raising, and harvesting the crops, unless Landlord elects to receive payment in kind, in which case costs will be shared in the same proportion as the crops.

B.1.p. 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.

B.1.q. Maintain adequate records on all matters related to farming the Premises and upon request provide Landlord with a copy.

B.1.r. Keep all gates on the Premises closed and locked.

B.1.s. Enter and exit the Premises only at those places designated by Landlord.

B.2. Tenant agrees not to -

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create or allow a nuisance or permit any waste of the Premises.

B.2.c. Change Landlord's lock system.

B.2.d. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home.

B.2.e. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.f. Make any new or change any existing agreement with any governmental entity.

B.2.g. Hunt or fish on the Land or allow anyone else to do so.

B.2.h. Litter or leave trash or debris on the Premises.

B.2.i. Allow a lien to be placed on the Premises.

B.2.j. *intentionally left blank*

C. Landlord's Obligations

C.1. Landlord agrees to -

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

C.1.c. Obey all laws relating to Landlord's operation of the Premises.

C.2. Landlord agrees not to -

C.2.a. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord and Tenant shall not make any such physical additions or improvements without first obtaining the written consent from Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, including the removal and destruction of any stalks or plants remaining after harvesting of the crop, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant shall not abate Rent for any reason.

D.3. Release of Claims. TENANT RELEASES LANDLORD AND LANDLORD'S OFFICIALS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT AND TENANT'S AGENTS OR TO TENANT'S OR TENANT'S AGENTS' PROPERTY LOCATED ON THE PREMISES.

D.3.b. Waiver of Subrogation. Tenant hereby waives all rights of subrogation against Landlord and its respective officials, employees, agents, and insurers and all policies of insurance provided for in this Lease or the Insurance Addendum shall contain a provision and/or

endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Landlord and its respective officials, employees, agents, and insurers.

D.4. Condemnation/Substantial or Partial Taking

D.4.a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.4.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.4.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.5. intentionally left blank

D.6. Default by Landlord/Events. A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty (30) days after written notice.

D.7. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default is to terminate this lease.

D.8. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.9. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.

D.10. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.11. Mitigation. Landlord has mitigated the loss of rent if Landlord, within sixty (60) days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

D.12. Security Deposit. N/A

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.16. Venue. Exclusive venue is in the county in which the Premises are located.

D.17. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.18. Amendment of Lease. This lease may be amended only by an instrument in writing, approved by Calhoun County Commissioners Court, and signed by Landlord and Tenant.

D.19. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.20. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.21. Mineral Interests. This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Premises. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor. Any damages to growing crops arising from an oil, gas, or mineral interest will be divided between Landlord and Tenant in the same proportions as the crops are divided.

D.22. Landlord's Use. Landlord retains the right to enter on and use and/or permit third parties to enter on and use the Premises for hunting, fishing, and other uses that do not materially interfere with Tenant's farming rights.

D.23. intentionally left blank

D.24. intentionally left blank

D.25. Governmental Payments. If Tenant receives any payment from any governmental agency because of growing or not growing crops on the Premises and the Rent payable hereunder is based on a crop share, that payment will be divided between Tenant and Landlord in the same proportion as set out in the Rent clause.

D.26. Tenant's Use of Water.

D.26a. Surface. This Lease grants no right to Tenant to use the land's surface or subsurface water.

D.27. Extension Option. Tenant has the option to extend the Term as provided in the Renewal Option of this lease.

D.28. Landlord's Right to Terminate Upon Sale of Leased Premises. If Landlord sells or enters into a contract to sell the premises, Landlord may at its option terminate this lease by giving Tenant written notice of the sale or contract to sell. In the event Landlord exercises its option to terminate as provided for herein, this lease shall terminate on the date which the next annual rent payment would be due and Tenant shall vacate and surrender the Premises on or before that time. As an illustration, if Landlord notifies Tenant of a sale or contract to sale on March 1, 2021, then this lease would terminate on August 31, 2021. This paragraph does not apply to any forced sale of the leased premises, such as condemnation.

D.28.a. Effect of Termination. If this lease is terminated under Section D.28, above, neither party will have any further obligation or liability to the other under this lease, except that the parties will be liable to each other for the breach of any term or covenant of this lease occurring before the date of Tenant's surrendering the premises under the termination.

The lease is made subject to all easements and right-of-ways, if any, on, over and under the leased premises.

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of October 1, 2020.

Executed in Duplicate originals this the _____ day of _____, 2020.

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

LANDLORD:
CALHOUN COUNTY, TEXAS.

By: _____
Richard H. Meyer, Calhoun County Judge

TENANT:
Tenant

By: _____
Tenant's Name

ATTEST:

STATE OF TEXAS
COUNTY OF CALHOUN

This hereinabove instrument was acknowledged before me, the undersigned authority on
_____, 2020, by Richard H. Meyer in the capabilities stated.

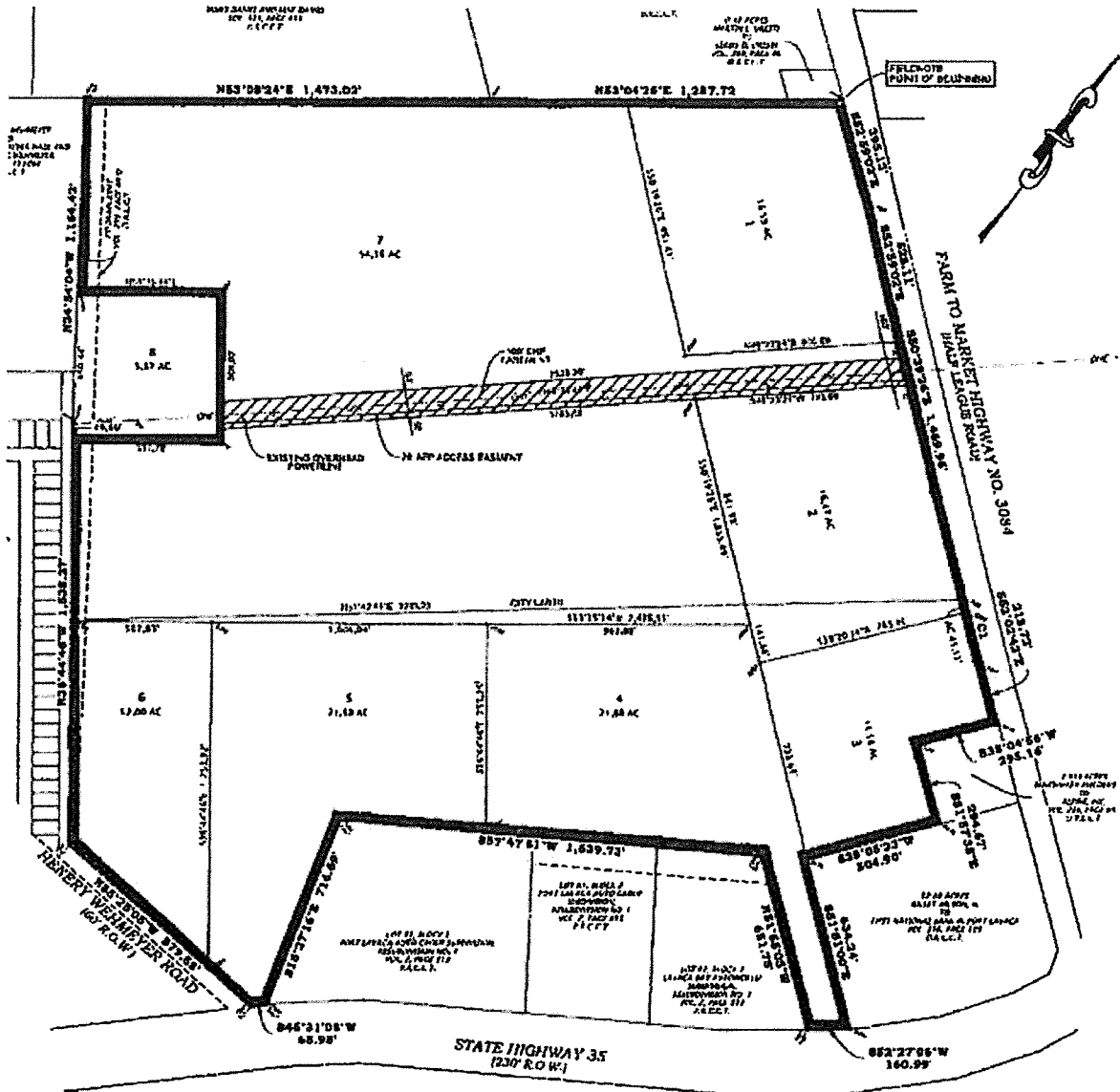
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This hereinabove instrument was acknowledged before me, the undersigned authority on
_____, 2020, by _____ in the capabilities stated.

Notary Public, State of Texas

EXHIBIT "A"



Insurance Addendum to Lease

Lease Date: Effective October 1, 2020

Landlord: Calhoun County, a Texas a political subdivision of the State of Texas

Tenant: Tenant

This insurance addendum is part of the lease.

Tenant agrees to -

1. Maintain the liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance	Minimum Policy Limit	
Farm Liability Policy	Per Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000
Workers' compensation	Per statutory limits and must include occupational disease coverage	
Employer's liability	Per Occurrence:	\$1,000,000
Business automobile liability (Owned, Hired and Non-Owned)	Per Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

2. Comply with the following additional insurance requirements:

a. All liability policies must be endorsed to name Landlord as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to exclude the sole negligence of Landlord or Lienholder from the definition of "insured contract."

b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

c. Any of Tenant's agents (i.e. custom harvesters or farm service contractors) who will be entering the Premises shall also maintain insurance policies required above which shall include contractual liability endorsement which insures Tenant's indemnity obligations set forth in the lease, contains a waiver of subrogation and names Landlord as an "additional insured," and will provide Landlord with written evidence of the same.

d. Tenant shall procure, at Tenant's expense, and maintain, and shall require all of Tenant's agents, to procure and maintain in full force during the full terms of this lease, insurance policies from an insurer, or insurers, licensed (admitted) to do business in the State of Texas (with an AM Best rating of VII or better) and each of which insurers shall be satisfactory to Landlord; and the said policies shall provide insurance of the type and in the amounts hereinabove listed.

e. If the Tenant maintains broader coverage and/or higher limits than the minimums shown hereinabove, Landlord requires and shall be entitled to the broader coverage and/or higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Landlord.

f. Prior to commencement of the Lease, Tenant shall furnish to Landlord insurance certificate(s) on a form satisfactory to Landlord executed by an authorized representative of the Insurer, and if requested by Landlord, for each policy, a copy of the declaration page. If not on the declarations page, a copy of any schedule showing the limits of insurance and a list of all endorsements to the policy, together with a copy of each endorsement herein requested and certified copies of insurance policies, with endorsements, evidencing the applicable policies, coverages and limits, including those farm service contractors used by Tenant. Landlord's receipt of or failure to object to any insurance certificates or policies submitted by Tenant or Tenant's agents does not release or diminish in any manner the liability or obligations of Tenant or Tenant's agents or constitute a waiver of any of the insurance requirements under this Lease. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Landlord prior to the expiration of the current policies. Should Tenant or Tenant's agents at any time neglect, refuse to provide or cancel the insurance required herein, Landlord shall have the right to terminate this lease or pursue any remedy available by law.

This proof of insurance and proof of continuation of insurance coverage shall be provided to the Calhoun County Auditor each year. This noticed shall be mailed or hand-delivered to:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S. Ann St., Suite B
Port Lavaca, TX 77979

g. All insurance required herein shall be endorsed to provide a thirty (30) day notice of cancellation, material change and non-renewal to Tenant to the extent commercially available. If this endorsement cannot be provided, Tenant will immediately provide written notice to Landlord should any of the insurance policies required herein be cancelled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than thirty (30) days prior (except 10 days for nonpayment of premium) to any such action being taken.

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of October 1, 2020.

Executed in Duplicate originals this the _____ day of _____, 2020.

LANDLORD:
CALHOUN COUNTY, TEXAS.

By: _____
Richard H. Meyer, Calhoun County Judge

TENANT:
Tenant

By: _____
Tenant's Name

ATTEST:

STATE OF TEXAS
COUNTY OF CALHOUN

This hereinabove instrument was acknowledged before me, the undersigned authority on _____, 2020, by Richard H. Meyer in the capabilities stated.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This hereinabove instrument was acknowledged before me, the undersigned authority on _____, 2020, by _____ in the capabilities stated.

Notary Public, State of Texas

BID

Bidder agrees to pay Calhoun County:

\$_____ PER ACRE

\$_____ PER ACRE multiplied by 194.16 acres = \$_____ TO BE PAID ANNUALLY

First year's lease payment will be payable in advance upon the execution of the Agricultural Lease Agreement.

Each annual lease payment thereafter will be due and payable on or before September 1st of each successive year.

All payments will be made payable to Calhoun County and submitted to the Calhoun County Treasurer, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite A, Port Lavaca, TX 77979.

Proof of each payment (copy of the receipt from the Calhoun County Treasurer) and required insurance coverage (certificates of liability insurance, Form ACORD 25 or equivalent, from insurance agent evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured) shall be provided yearly to the Calhoun County Auditor, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite B, Port Lavaca, TX 77979.

The undersigned affirms that they are duly authorized to execute this bid and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any official or employee of Calhoun County or any other person engaged in this type of business prior to the official opening of this bid. The undersigned affirms that they have read the entire Invitation to Bid packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID.

Authorized Signature & Title: _____

Printed Name & Title of Authorized Signature: _____

Phone Number: _____

Email: _____

Date: _____

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF CALHOUN {}

The undersigned certifies that the bid price contained in this bid has been carefully checked and is submitted as correct and final and if bid is accepted, agrees to pay for said lease upon the conditions contained in the Agricultural Lease, Specifications and General Conditions.

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the following, who, upon oath says:

I am the Manager, Secretary, or other Agent or Officer or the Principal of the Bidder in the matter of the bid to which this affidavit is attached, and I have full knowledge of the relations of the bidder with the other firms in this same line of business, and the bidder is not a member of any trust, pool or combination to control the price of leases bid on, or to influence any person to bid or not to bid thereon.

I affirm that I am duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder.

I further affirm that the bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or to any official, employee, or agent of Calhoun County in connection with the submitted bid. The contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or to any official, employee, or agent of Calhoun County prior to the official opening of this Bid.

Affiant

Printed Name and Title of Affiant

Name of Bidder (Company) _____

Address _____

Phone Number _____

Fax Number _____

Email Address _____

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for _____ County, Texas

CERTIFICATE OF INTERESTED PARTIES, FORM 1295

Form 1295 must be filled out online. The copy included is a Sample Copy Only.

#1 Bidder's Name, City, State and County

#2 Calhoun County, Texas

#3 Agricultural Lease – Event Center Premises, 194.16 Acres

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information and print

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

Be sure that all of #6 is completed and signed.

Do not leave out any information.

The form does not need to be notarized. It is an Unsworn Declaration.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

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

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

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas
POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners Court January 28, 2016
Amended by Commissioners Court January 31, 2018

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract or awards a bid with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

PROVIDE A COPY OF PROOF OF INSURANCE REQUIREMENTS

* Bidder will provide a copy of their current insurance.

Current insurance must show that the bidder carries at least the minimum insurance required for this bid.

** Once the bid is awarded, the bidder that was awarded the lease must provide insurance liability certificates as required by the bid specifications, lease agreement and insurance addendum.

Other Information
Regarding the Event Center Premises, 194.16 Acres

Rent that was being paid on the Event Center Premises at the time of purchase and was reflected in the sale when Calhoun County made the purchase: \$75.00 per acre