



RFP #: 2022-026

**LEASE OF CITY OWNED
PROPERTY FOR
AGRICULTURAL USE**

BID DUE DATE:

Tuesday, September 06, 2022

Due Time:

3:00 P.M., C.S.T.



**SOLID WASTE
MANAGEMENT**

City of Edinburg
Department of Solid Waste Management
8601 N. Jasman
P. O. Box 1079
Edinburg, TX 78540

Tel: (956) 381-5635
Fax: (956) 292-2035

Mr. Ramiro L. Gomez, Jr.
Director
Solid Waste Management



NOTICE TO RESPONDENTS

The City of Edinburg is soliciting sealed RFPs to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPs will be received until **3:00 p.m. Central Time**, on **Tuesday, September 06, 2022**, shortly thereafter all submitted RFPs will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPs. RFPs will not be accepted by telephone or facsimile machine. All RFPs must bear original signatures and figures. The RFP shall be for:

RFP NO. 2022-026

LEASE OF CITY OWNED PROPERTY FOR AGRICULTURAL USE

If you have any questions or require additional information regarding this RFP, you may contact Lorena Fuentes, Assistant Purchasing Manager, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or via e- to the following e-mail address: lfuentes@cityofedinburg.com

If Hand-delivering RFPs: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing RFPs: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the proposals for a period of **90** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding proposal number and title.

CITY OF EDINBURG INSTRUCTIONS TO RESPONDENTS

PURPOSE

The purpose of these specifications/requirements and proposal documents is for the **LEASE OF CITY OWNED PROPERTY FOR AGRICULTURAL USE** for the City of Edinburg.

The SERVICES to be furnished under this proposal shall be as specified in these proposal documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Submit three (3) complete sets of the response, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Assistant Purchasing Manager, at the following e-mail address: lfuentes@cityofedinburg.com no later than Tuesday, August 26, 2022 at 5:00 p.m.**

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold proposals **90** days after proposal opening without taking action. Respondents are required to hold their proposals company for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the highest, best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Respondent to comply with all applicable State and Federal Laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as through written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO PROPOSAL

Proposals **CANNOT** be altered or amended after opening time. Alternations made before proposal is turned in must be initiated by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reasons in writing, and only after the written consent of the City of Edinburg.

LIST OF EXCEPTIONS

The respondent shall attach to his/her proposal sheet a list of any exceptions to the specifications/requirements, on a point by point basis if unable to do so, on specification/requirements sheet.

SYNONYM

Where in this proposal package service, services is used, its meaning shall refer to the service contract for **Lease of City Owned Property for Agricultural Use** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondents are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this "service Contract". The City's position on this matter shall be final.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

DELAY IN SERVICE DELIVERY

When delay in providing the service can be foreseen, Respondent shall give prior notice to City of Edinburg. Respondent must keep City of Edinburg advised at all times if services cannot be rendered. Acceptable reasons for delayed service delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; actions beyond the control of the successful respondent.

TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful responded to execute a contract for Lease of City Owned Property for Agricultural Use after receiving notification of award of contract shall be thirty (30) days.

RIGHT TO NEGOTIATE

The City of Edinburg reserves the right to negotiate at any time with the selected bidder to alter the terms and provisions of the Emergency Medical Services Agreement to ensure that the needs of the constituents of the City of Edinburg are fully addressed and served.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF AGENCY CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly underpaid, over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this service contract. City of Edinburg, by written notice through certified mail, may terminate this contract, in whole or in part, when it is in the City's best interest. Termination of Contract shall be provided in written form allowing a thirty (30) day notice.

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information, go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

NON-COLLUSION

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.
The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**

- **SB 19 Verification Form**
- **Non-Collusion Affidavit**

The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

RIGHT TO WAIVE

The City reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Commission or City of Edinburg staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violations of this provision may result in the rejection of the respondent's proposal.

OMISSIONS

At the time of the opening of the proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

PROCUREMENT OF SERVICES

If the contract is terminated, prior to expiration date, the Awarded vendor shall pay the City under the payment provisions of this contract up to the effective date of termination.

LITIGATION

Be advised that any Respondent that is involved in any litigation with the City of Edinburg will not be considered for award of this service contract.

PREPARATION OF RFP

RFPs MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your RFP. Person signing RFP must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Bidder shall state in the

proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/> .

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809, which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 3) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 4) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

- 4) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.
The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**
- **Non-Collusion Affidavit**

The forms stated above **MUST** be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(2) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate

	or \$500,000 combined single limits
--	-------------------------------------

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**LEASE OF CITY OWENED PROPERTY FOR AGRACULTURAL USE
LOCATED NORTH OF EDINBURG, TEXAS
EDINBURG REGIONAL SANITARY LANDFILL
PROPOSAL NUMBER: 2022-026**

PROPOSALS MUST BE RECEIVED AT OR BEFORE: 3:00 PM on Tuesday, September 06, 2022

PROPOSALS WILL BE PUBLICLY OPENED: 3:30 PM on Tuesday, September 06, 2022

City of Edinburg invites interested parties and qualified farmers to submit proposals to lease all or part of City owned Agricultural Land for use on US Highway 281, north of Edinburg, Texas.

PROPOSAL SUBMISSION

Proposal packets may be obtained from the:

**City of Edinburg Purchasing
415 West University Drive
Edinburg, Texas, 78541**

Between the hours of 8:00 A.M. and 5:00 P.M. or may be downloaded from our website: www.cityofedinburg.com

Addendums, if any, will be posted to the city website. These must be acknowledged on the Request for Proposal Form (included herein).

The City of Edinburg reserves the right to reject any or all proposals and to accept any proposal that best serves its needs and is in the best interest of the city

DEADLINE: Proposals must be received in the City of Edinburg Purchasing Department at or before the date and time set forth above. Proposals will be publicly opened at the date and time set forth above or soon thereafter in the City of Edinburg Purchasing Department.

METHODS: Sealed Proposals may be hand-delivered or mailed to the

City of Edinburg
CITY SECRETARY
Attn: Agriculture Lease
415 W. University Drive
Edinburg, Texas 78541

NO later than **3:00 P.M.** on **Tuesday, September 06, 2022**. Late proposals will not be accepted.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

SCOPE OF WORK

This proposal will provide for a five (5) year lease on City owned agricultural/ranch property beginning on the day the bid for this proposal has been awarded and ending **September 30, 2027**. The land lease is based upon the current condition of the land. The land available for lease is identified on **Exhibit "A"**. The Proposer must submit the parcel identifier and total acreage proposed to be leased along with their payment proposal.

In the event the City requires the use of the property, of either the surface or sub-surface, during this lease period, the city reserves the right to modify the lease quantities as necessary to accommodate its needs. In doing so, the city will consider ways to minimize the impact upon crop farming operations.

During the term of the lease, the leasee will be responsible for paying the city a lease fee once a year for five years for the use of the land with the **first payment due November 1, 2022** and each subsequent payment being November 1 of each subsequent year with the **final payment being due November 1, 2026**. During the term of the lease, the leasee will also be responsible for: maintaining overgrowth of weeds along and the within the property; any improvements that may be necessary to maintain crop farming operations; and notifying the city of issues that may arise.

PROPOSAL REQUIREMENTS

SUBMITTAL: Submit one (1) original Proposal and two (2) copies consisting of the COMPLETED AND SIGNED Proposal Form and any other required documentation. (**Attachment 1**)

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

REFERENCES: City of Edinburg requires Proposer to supply with this Proposal a list of at least three (3) references of whom Proposer has leased farm and/or grazing land from in the past. Include name of reference, address, telephone number and name of representative.

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

FORMS: All Proposals should be submitted on the forms provided in this Request for Proposal. Changes to forms made by Proposer shall disqualify their Proposal.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. City of Edinburg is not responsible for lateness of mail, courier service, etc.

RESPONDENTS QUALIFICATIONS/RESPONDSIBILITY: A prospective Proposer must affirmatively demonstrate responsibility and must 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) have a satisfactory record of performance in agriculture;
- d) be otherwise qualified and eligible to receive an award of said land lease.
- e) provide proof of Liability Insurance Coverage, limits as stated, with the City of Edinburg as additionally insured. (Insurance must accompany Bid)

Please complete **Attachment 2**; (Application) in order to assist the City of Edinburg to determine Proposer's ability to meet these minimum standards listed above.

AWARD SIXTY DAYS: Awards should be made within approximately sixty (60) days after the Proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: It is understood that the City Council of City of Edinburg, Texas, reserves the right to accept or reject any and/or all Proposals for the offering covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of City of Edinburg.

CONTRACT/LEASE AGREEMENT: This Proposal, when properly accepted by City of Edinburg, shall constitute a contract equally binding between the Selected Proposer and City of Edinburg.

The Selected Proposer shall be required to execute a formal Farm Lease at the City's offices in Edinburg, Texas within ten (10) days after the Proposer has been notified that it/he/she has been selected. Said Farm Lease shall be in the same form as the lease that is attached hereto and marked **Attachment 3**, Farm Lease. The only anticipated changes in the attached Farm Lease will be to include additional exhibits, to fill in blanks to identify the Proposer as the lessee, insert terms relating to the rent, and/or to revise the Farm Lease to accommodate corrections and changes required by the City and the identification of all City owned tracks to be included in the Farm Lease.

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

The terms of this contract (this Proposal when properly accepted by City of Edinburg) and the Farm Lease shall be collectively referred to herein as the "Lease Agreement." If, after the Proposer executes the Farm Lease, there is a conflict between the terms and conditions of this contract and the Farm Lease, the terms and condition of the Farm Lease shall control.

CONTRACT ADMINISTRATION: Under the Lease Agreement, Ramiro Gomez, City of Edinburg Solid Waste Management Director (or successor), shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between City of Edinburg City Council and the Selected Proposer.

DURATION & TRANSFERABILITY OF LEASES: The term of each lease will be a five (5) year lease with possible two additional one (1) year extensions. The City is not responsible for any forward contracts for commodity sales entered into by the Lessee.

No transfer or sublet of the right to occupy and operate a farm property is allowed unless the City approves such transfer or sublet. Such approval will be assessed upon consideration of whether such transfer or sublet will be to the benefit of the City. It will also be contingent upon the lessee and transferee satisfactorily demonstrating that such a change will result in equal or superior operation of the farm property and no economic harm will be done to the City.

If a Lessee becomes unable to fulfill the obligations of his or her lease, for whatever reason, the Lessee or lessee's agent) must transfer or sublet the remaining leasehold interest as described above, or relinquish the remaining interest directly back to the City.

CONTRACT PERIOD: The Initial Term of the Farm Lease shall be five (5) years, commencing October 1, 2022 (the "Commencement Date") and terminating on the 30th day of September, 2027 (the "Termination Date"), unless sooner terminated in accordance with the Farm Lease.

CONTRACT EXTENSIONS: On or before the termination date the City of Edinburg City Council reserves the right to extend the lease by mutual agreement of both parties, as it deems in its sole discretion, to be the in the best interest of City of Edinburg . Any such extensions will be in twelve (12) month increments for up to two (2) additional increments, with the terms, covenants and conditions of the Lease Agreement remaining the same for any extension; and with a price escalation at renewal of each additional year of no more than the consumer price index for each such new extended year. The total term of the lease, including all extensions thereto, shall not exceed a maximum combined period of seventy-four (74) months. Each new extension of the lease is contingent upon the approval of City of Edinburg City Council for each extended lease term in question. The City and the proposer agree that termination shall be the proposer's sole remedy if the City of Edinburg City Council decides not to extend the lease for additional term(s) as set forth above.

Initial Lease Term: October 1, 2022 to September 30, 2027 (60 months)

First Extension: October 1, 2027 to September 30, 2028 (12 months)

Second Extension: October 1, 2028 to September 30, 2029 (12 months)

FAIR MARKET VALUE RENT: A major financial goal of this farm property RFP will be to establish leases that are consistent with fair market cash rent. Respondents will offer one fixed annual proposal for all or partial properties for which a cash rent offer is being submitted using **Attachment 3**. The same annual cash rent will be applied to each of two annual extensions on the lease.

FIRM PRICING: The leased premises, described in the attached Farm Lease is to be on a "per acre per twelve month" basis, stating a firm price per acre. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be from the above referenced Commencement Date to the Termination Date. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The City may award a lease for the period implied or expressly stated in the highest and best Proposal.

INSURANCE REQUIREMENTS:

1. The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
2. The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
3. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

MISCELLANEOUS

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 Proposal Packages and/or Proposal Instructions/Requirements.

PAYMENT: Payments will be made in annual installments during the Initial Lease Term and any extension(s) thereafter. The first installment will be due on or before November 1st and every subsequent for the term of the lease.

Payments must be made payable to City of Edinburg and be hand delivered or mailed to the City of Edinburg Department of Solid Waste Management, Attn: Solid Waste Director, 8601 North Jasman Rd, Edinburg Texas 78541

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 City website at the following link: <https://www.ethics.state.tx.us/File/>

The City of Edinburg Conflict of Interest Statement is located below. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of City of Edinburg.

DOCUMENTATION: Proposer shall provide with this response, all documentation required by this request for Proposal. Failure to provide this information may result in rejection of the Proposal.

TERMINATION FOR DEFAULT: In addition to the termination rights set forth in the Farm Lease, City of Edinburg reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-Performance of the Proposer in terms of specifications shall be a basis for the termination of the contract and the Farm Lease by the City.

VOLUNTARY TERMINATION: In the event that the City may require the Land or use of the Land, surface or subsurface, during this lease period, the city reserves the right to modify the lease as necessary to accommodate its needs. In doing so, the city will consider ways to minimize the impact upon crop farming operations. City of Edinburg or the Selected Proposer may terminate the Farm Lease, without cause or liability, upon giving sixty (60) day's written notice to the other party. Upon the termination of the Farm Lease, the Selected Proposer must surrender the premises peaceably to City of Edinburg and pay City of Edinburg all rental amounts and any other amounts that may be due under the Farm Lease as of the date of termination.

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 Selected Proposer 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 Proposal including the **TEXAS HAZARD COMMUNICATION ACT and THE CITY OF EDINBURG HAZARD COMMUNICATION PROGRAM POLICY.**

OTHER PROVISIONS:

1. The parties agree and understand that the City of Edinburg, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive Proposals.

2. City of Edinburg may become responsible for major soil conservation work and repairs or improvements as determined to be necessary for the upkeep of the leased premises. The Selected Proposer/Lessee shall submit said improvement requests to City of Edinburg in writing, and City of Edinburg reserves the right to reject any and all requests if the City of Edinburg determines that the requested improvements are not necessary.

PROPOSAL EVALUATION: Proposals will be evaluated by the City staff. The evaluation process will rely on the requested information provided on the following pages and elsewhere in this RFP. Consequently, it is expected that successful proposals will demonstrate a thoughtful and thorough response to the entire set of questions and requests for information addressed in the RFP. Please note that Respondents' cash rent offer amounts will be the dominant criterion, although not the only factor, considered in reaching a recommendation.

The City will utilize a two-stage process to evaluate all proposals received in response to this RFP and may request best and final offers in the event that it is deemed in the best interests of the City for making a final selection on the award of a farm property lease. All awards will be contingent on the execution of a lease agreeable to both the Respondent and the City.

The first stage of the process will consist of a review of all proposals received by the due date and time and will evaluate the following items:

- 1) Is the response complete, including providing all necessary information and answers to any required questions?**
- 2) Is the cash rent offered in the top range of all offers received?**

Proposals determined to be deficient in any of the above areas of consideration will be eliminated from further review.

During the second stage of the evaluation process, an assessment will be made of the remaining responses for each farm property and the responses will be scored based on a weighted matrix of evaluation criteria. The criteria will include:

- 1) Is the response consistent with the intended operation of the farm property as an ongoing and functional agricultural endeavor? Point Value (0-40 PTS)**
- 2) Has the Respondent provided satisfactory descriptions of their farming experience and their soil stewardship/conservation practices? Point Value (0-40 PTS)**
- 3) Is the Respondent's farming base of operation in proximity of the farm property they are interested in? Point Value (0-20 PTS)**

Each question or request for information is important and failure of a Respondent to adequately or completely address any question or request for information could adversely affect the Respondent's evaluation score. If deemed necessary during this phase of the evaluation process, correspondence will be initiated with Respondents to request clarification or additional details on information provided in a Respondent's response to questions or informational items in the RFP such as additional financial information. This response clarification request cannot and will not be used to remedy or request information that was incomplete or omitted from a Respondent's response. Responses with critical or significant deficiencies will likely be eliminated in the first stage of the evaluation process. Following the receipt of any clarifications, each proposal will be scored and ranked using the evaluation criteria mentioned above.

After this second stage of the evaluation process is completed, the highest rated proposal will be identified. The Respondent offering the highest rated proposal will be notified of an offer to enter into a lease agreement with the

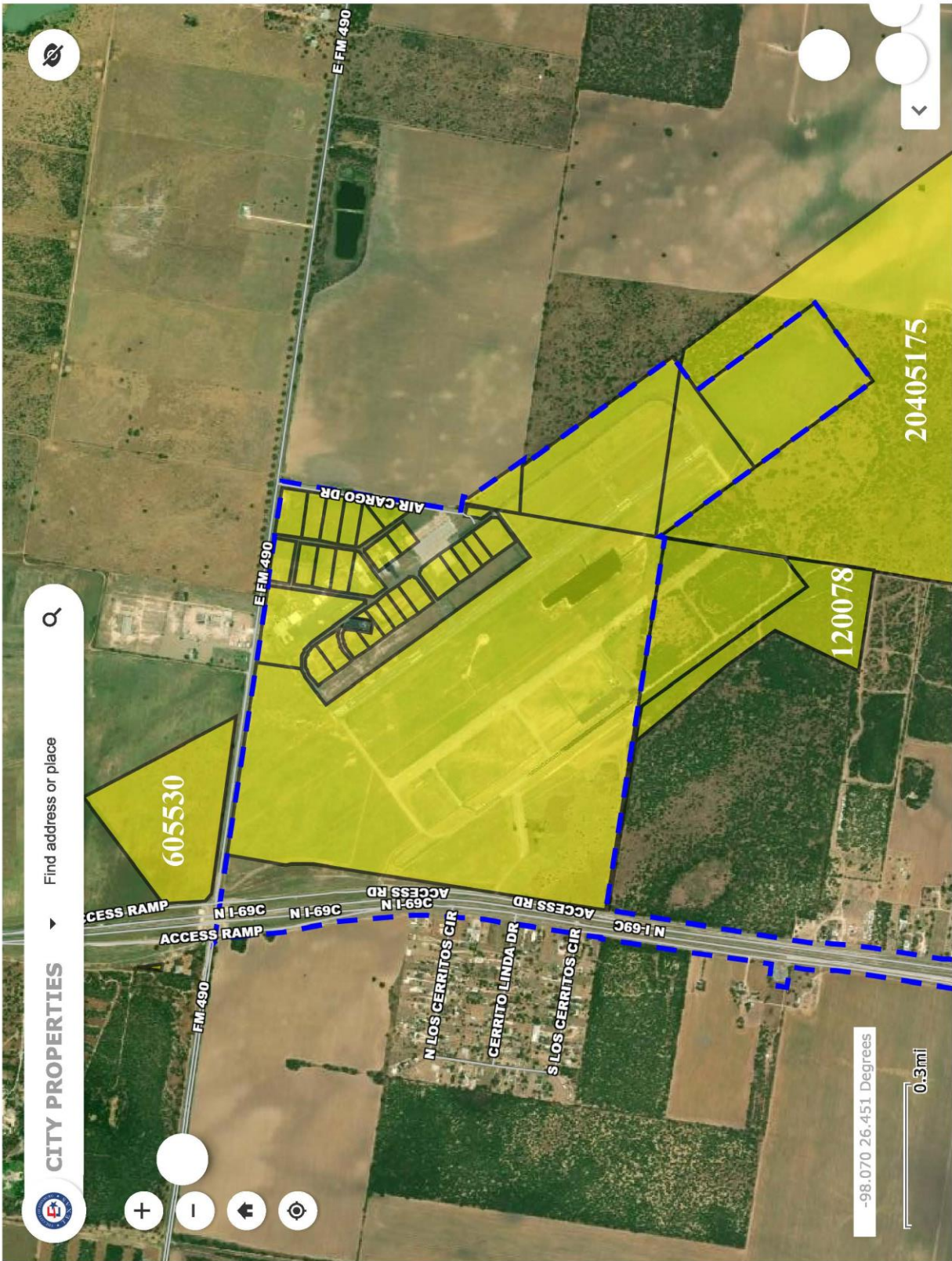
City. If the successful Respondent and the City, for whatever reason, are unable to execute a lease agreeable to both parties, the City will then proceed to issue an offer to the next highest rated Respondent to work out a lease agreement for the farm property.

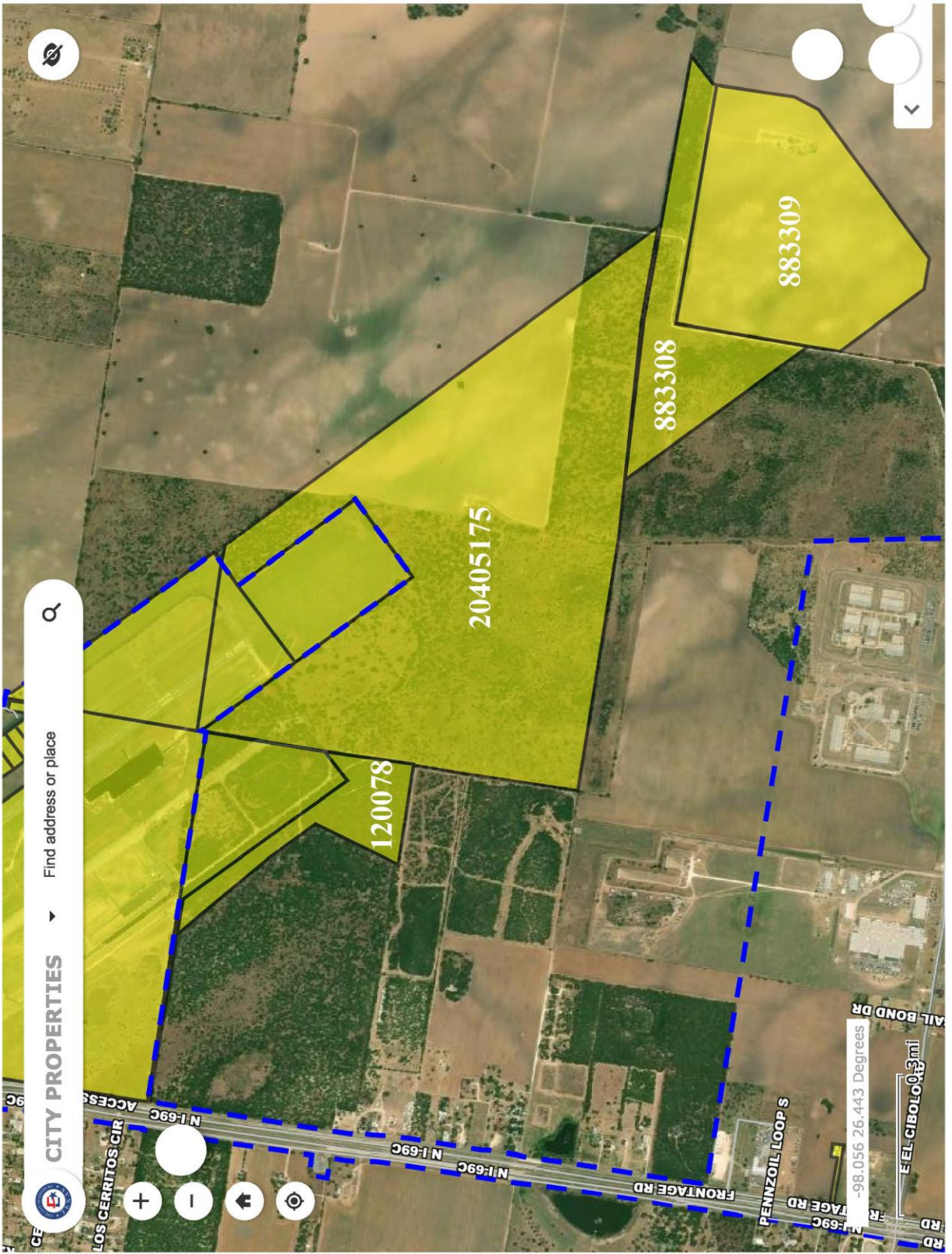
Required Documentation: Each Proposer must turn in the City of Edinburg Conflict of Interest Statement (the form being on the pages to follow) and the City of Edinburg Proposal Form (the form being on the pages to follow) with your Proposal.

By submitting a Proposal, Proposer acknowledges that Proposer must execute the attached **Attachment 3**, Farm Lease, at the City's offices in Edinburg, Texas within ten (10) days after the Proposer has been notified that it/he/she has been selected.

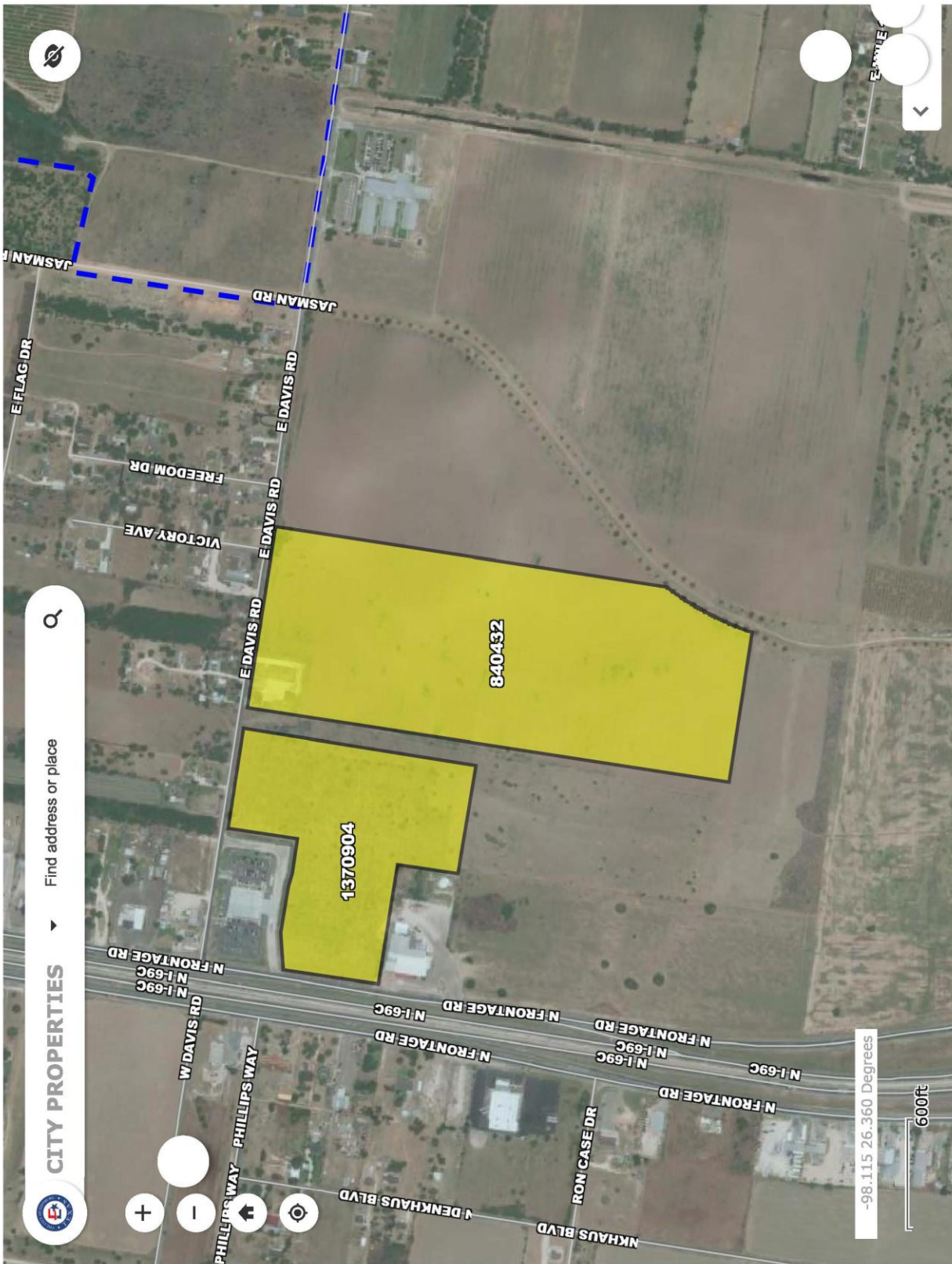
EXHIBIT A

PROPERTY ID	ACERS	LOCATION
605530	42.25	E FM 490 & HIGHWAY 281
120078	27.94	NORTH HIGHWAY 281
20405175	344.21	FM 490 & 281
883308	59.93	EL CIBOLO ROAD
883309	126.46	EL CIBOLO ROAD
120161	200	NORTH ENCINITOS ROAD, EAST OF LANDFILL, NORTH OF HIGHWAY 281
158366	125.7	EDINBURG LANDFILL, EAST PROPERTY
1370904	29.652	EXPRESSWAY 281, DAVIS ROAD
840432	60	DAVIS ROAD









ATTACHMENT 1**CITY OF EDINBURG PROPOSAL FORM****LEASE OF CITY OWENED PROPERTY FOR AGRACULTURAL USE**

PROPOSAL NUMBER: _____

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

RENT FOR FIRST INITIAL TERM OF LEASE:

October 1, 2022 to September 30, 2027 (60 Months)

PROPERTY ID	TOTAL ACERS PROPOSED TO BE FARMED	RENTAL AMOUNT PER ACRE*	TOTAL RENT AMOUNT
605530		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
120078		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
20405175		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
883308		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
883309		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
120161		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually

158366		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
1370904		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually
840432		\$ _____ *	_____ (acres) x \$ _____ = \$ _____ to be paid annually

***If the Proposer has proposed a crop share and a share of any other governmental subsidies in addition to a monetary rental amount, Proposer will need to insert the proposed monetary rental amount on the line above and fully describe such proposed crop shares and shares of any governmental subsidies as a part of Proposer's response to the Selection Criteria set forth in this RFP above.**

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

Signature of Person Authorized to Sign Proposal _____

Date: _____

Printed Name and Title of Signer: _____

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

ATTACHMENT 2 – APPLICATION

Name: _____ Date: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

Are you actively engaged in farming at the present time? Yes _____ No _____

If yes, complete below:

1) Acres Owned _____ Acres Crop Share Rented _____ Acres Cash Rented _____

2) Total acres farmed this year: _____

3) Acres of crops grown this year: Corn _____ Soybeans _____ Other _____

4) Number of years as a farm operator: _____

5) Number of years on present farm: _____

6) Reason for applying for additional farmland: _____

7) Have you ever worked with a farm manager before? _____ If yes, who?

8) How many years have you participated in the Federal Farm Program? _____

9) Give the location of your farming operation base:

Attachment 2 – Application (continued)

- 10) Describe your experience farming land similar to each specific farm property for which you are making cash rent offer.
- 11) Describe your current farming operation:
- 12) Briefly provide an overview of your business plan for operating farm property.
- 13) Provide a summary of your educational background:
- 14) Describe any additional agricultural experience or training you have (ag-related employment, FFA, etc.)
- 15) Please provide listing of any and all USDA, USDA NRCS, Texas Dept. of Agriculture, Texas Soil & Water Conservation Board and/or Texas Commission on Environmental Quality Citations or Notices of Violation or Non-Compliance issued to either the respondent or anyone working for the respondent of the RFP, the Corporation (if one is responding) and/or any sublets being utilized to farm or work on City of Edinburg Property.
- 16) Please provide references as requested on the next page.
- 17) Please provide names of all sublets; officers of the corporation.
- 18) Have you ever rented Farm Land from the City? List locations and timeframe for the lease.

Attachment 2 – Application (continued)

References

Please give the name, address, and phone number of the following references. If for any reason you do not wish for us to contact any of the references, please make a notation in the margin.

1) **The owner of a farm property currently leased:** Leased: from _____ to _____

Name: _____ Phone: _____
Address: _____ Fax: _____
City/State/Zip: _____ Email: _____

2) **The owner of a farm property previously leased:** Leased: from _____ to _____

Name: _____ Phone: _____
Address: _____ Fax: _____
City/State/Zip: _____ Email: _____

3) **Bank or Ag Lender:**

Name: _____ Phone: _____
Address: _____ Fax: _____
City/State/Zip: _____ Email: _____

4) **Please list other references who are familiar with your ability and whom we can contact.**

Name: _____ Phone: _____
Address: _____

Name: _____ Phone: _____
Address: _____

In an attached cover letter, please give additional information concerning your background that may be beneficial in evaluating this application. You may also include career goals and personal (or family) objectives for the future. All information provided the applicant is deemed confidential, but the information may be subject to public disclosure under the Texas Public Information Act.

Signed: _____ Date: _____

Signed: _____ Date: _____

ATTACHMENT 3 – Lease Agreement

STATE OF TEXAS	§	AGREEMENT BETWEEN THE
COUNTY OF HIDALGO	§	CITY OF EDINBURG AND
CITY OF EDINBURG	§	TENANT FOR THE LEASE OF
		CITY OWNED PROPERTY FOR
		AGRICULTURAL USE

The City of Edinburg, Hidalgo County, Texas, a Municipal Corporation, (hereinafter called City), and _____ (hereinafter called “Tenant”), entered into an agreement for the lease of City owned property for agricultural use.

RECITALS

WHEREAS, the City desires to engage the Tenant for certain services in connection therewith; and,

WHEREAS, the Tenant represents that it has the knowledge, ability, equipment, and personnel to cultivate the land faithfully and in a timely, thorough and businesslike manner and,

NOW, THEREFORE, City and Tenant do mutually agree as follows:

SECTION I

DESCRIPTION OF RENTED LAND, LENGTH OF TENURE AND AMENDMENTS

A. The City rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the real estate located in the County of Hidalgo and the State of Texas as shown in Attachment “1” and made a part hereof. The actual number of acres of the premises to be leased shall be reviewed annually, due to sale or development, at least four (4) months prior to the end of the current term., and defined in a letter to Lessee after annual review.

B. The term of this lease shall be from October 1, 2022, to September 30, 2027 (the “Lease Term”). Lessee shall surrender possession within 30 days of the end of the Lease Term. This lease may be extended for a maximum two (2) additional terms. All provisions of this lease, including the annual fixed cash rent set forth below shall be in full force and effect during any extension(s) of this lease. In order to exercise an option to extend this Lease for any additional term Lessee must provide Lessor with written notice of intent to do so at least four (4) months prior to the end of the current term.

C. Changes to this lease may be made in writing and signed by both parties. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

SECTION II

TERMS OF PAYMENT

During the term of the lease, Tenant will be responsible for paying the city a lease fee once a year for five years for the use of the land with the first payment due November 1, 2022 and each subsequent payment being November 1 of each subsequent year with the final payment being due November 1, 2026.

Initial Lease Term: October 1, 2022 to September 30, 2027 (60 Months).

First Extension: October 1, 2027 to September 30, 2028 (12 Months).

Second Extension: October 1, 2028 to September 30, 2029 (12 Months).

City Council has the option to extend and additional two (2) twelve months lease.

If Tenant does not pay rent or additional rent for a period of ten (10) days from when the same shall have been due and payable, then Tenant, in addition to any other remedies available to Lessor, shall pay a service charge at the rate of one percent (1%) per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is less) on any outstanding unpaid amount for each month or portion of a month that the same shall remain unpaid; however, that such service charge shall, in no event, be less than \$25.00 for any month or portion thereof.

SECTION III

LANDLORD RESPONSIBILITIES

A. Landlord agrees to—

1. Lease to tenant the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use condition, and occupancy of the premises, including the regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.

B. Landlord agrees not to—

1. Allow any use of the premises inconsistent with Tenant's permitted use as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

C. Landlord and Tenant agree to the following:

1. **Alterations.** Any physical additions or improvements to the premises made by Tenant shall all at the termination of the Lease remain the property of Landlord. Tenant, at Tenant's cost, may remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted or may, or at Tenant's option, leave all such improvements, which shall then be the property of Landlord.
2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises or Tenant's personal property by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
4. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary to prevent invalidation of the insurance coverage.
5. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate; (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; and (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
6. **Default by Landlord/Events.** A default by Landlord is the failure to comply with provision of this lease that is not cured within thirty (30) days after written notice.
7. **Default by landlord/Tenant's Remedies.** Tenant's sole and exclusive remedy for Landlord's default is to (a) sue for damages and (b) terminate this lease.
8. **Default by Tenant/events.** Defaults by Tenant are (a) failing to pay timely rent; (b) abandoning or vacating a substantial portion of the premises; or (c) failing to comply within thirty days after written notice with any other provision of this lease.
9. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may re-let the premises on behalf of Tenant and receive the rent directly by reason of the re-letting, and Tenant agrees to reimburse Landlord for any expenditures made in order to re-let; (b) enter the premises and perform Tenant's obligations; or (c) 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.
10. **Default by Tenant/Landlord's Remedies.** Landlord's sole and exclusive remedy for Tenant's default is to sue for damages.
11. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately an event of default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
12. **Holdover.** If tenant does not vacate the premises as provided herein following termination of this lease, Tenant shall be deemed a tenant at will and shall 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.

13. **Alternative Dispute Resolution Provision.** For any controversy, claim, or dispute arising out of or relating to this Agreement, Landlord and Tenant shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Landlord and Tenant shall submit in good faith to mediation before commencing a legal proceeding.
14. **Attorney's fees.** If either party retains an attorney to enforce this lease, the parties shall bear their own costs, including attorney's fees and expenses.
15. **Venue.** Venue is in the county in which the premises are located.
16. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties regarding the lease of the Property, there are not oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.
17. **Amendment of lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
18. **Limitation of Warranties.** Landlord and Tenant agree that 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.
19. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to Landlord or Tenant at their respective addresses.
20. **Mineral Interests.** This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases. Landlord shall not be liable to Tenant for any damages for actions attributable to these agreements. Tenant shall receive all consideration paid thereof.
21. **Landlord's Use.** Landlord retains the right to permit third parties to use the premises for any other use that does not interfere with Tenant's farming rights.

SECTION IV

LESSOR'S INVESTMENT AND EXPENSES

The Landlord agrees to furnish the property and to pay the items of expense listed below:

- A. The above-described farm, excluding any fixed improvements. However, all buildings and other fixed improvements present on the farm may be provided as a convenience in connection with the farming operations, and the Lessor has no obligation hereunder to maintain any building or

improvement in a usable condition.

- B. Taxes on land, improvements, and personal property owned by the Lessor.

SECTION V

LESSEE'S INVESTMENTS AND EXPENSES

The Lessee agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel, farm/farmstead utilities and power necessary to farm the premises properly.
- B. All charges for light, heat, water, sewer, garbage, and all other utilities and services to the Premises during the term of this Lease.
- C. All license fees and other governmental charges.
- D. The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
- E. All seed, inoculation, disease-treatment materials, and fertilizers.

SECTION VI

LESSEE'S DUTIES IN OPERATING FARM LAND

The Lessee further agrees to perform and carry out the stipulation below.

A. Activities Required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds (defined by Texas) and other weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
4. To preserve established watercourses or ditches, to maintain a grass strip 8 feet to 10 feet wide along the edge of any such ditches or water coursed, and to refrain from any operation that will injure them.
5. To keep the building, fences (including hedges), and other improvements in good repair and condition as they are when the Lessee takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease – ordinary wear, loss by fire, or unavoidable destruction excepted.
6. To take proper care of all permanent planting such as trees, vines, and shrubs, and to prevent injury to the same.

7. To keep the farmstead neat and orderly and to remove from the farm or farmstead any garbage or refuse generated and any items that are not involved in the current farming operation at the request of the Lessor.
8. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
9. To comply with pollution control and environmental protection requirements and to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased.
11. To apply chemicals for weed or insect control or other use, when used, at levels not to exceed the manufacturer's recommendation for the soil types involved.
12. To provide the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, and fertilizers used on the farm along with original invoices signed by the Lessee's chemical and fertilizer vendor. The amounts which appear on the invoices must correspond to the amounts on the written reports. Invoices/Receipts must be specific to the farm unit being identified in this lease.
13. To dispose of tractor, car and truck batteries properly. No batteries will be stored on the farm for more than four (4) months.
14. To dispose of used tires properly. No used tires will be stored on the farm for more than four (4) months.
15. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. Activities Restricted. The Lessee further agrees, unless the written consent of the Lessor has been obtained as an amendment to this lease:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies and any local zoning and building regulations.)

4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
9. Not to enter into any agreement, contract, or other farming or business arrangements that alters rights in the Lessor's security interest, right of entry, default or possession.
10. Not to store chemicals on the property. No chemicals or chemical containers will be disposed of on the property.
11. Not permit the existence of any nuisance on the Premises and keep the same free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's or any permitted sub-Lessee's business.
12. Not to handle or store any dangerous or potentially dangerous materials or any hazardous or toxic materials, as defined under state or federal laws.
13. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here.
14. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

SECTION VII

LEASE PROCEDURES

The Lessor and Lessee agree that they will observe the following provisions:

A. Conservation. Both Lessor and Lessee affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resources Conservation Service and to cooperate with that agency's soil and water conservation programs.

B. Lessee responsible for hired labor. The Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers compensation contributions, and Lessor shall have no responsibilities therefore.

C. Condition of Premises. It is understood that Lessee has inspected the Premises and takes the “AS IS”. Lessor is not obligated by this Lease to make any changes, removals, or repairs of any kind.

SECTION VIII

MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Tenant shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

- A. Workers Compensation-
In accordance with the State statute
- B. Comprehensive General Liability -
 - Bodily injury \$ 250,000 each person
 \$ 500,000 each occurrence
 - Property damage \$ 100,000 each occurrence
 \$ 100,000 aggregate
 - Or \$ 500,000 combined single limits
- C. Comprehensive Auto Liability -
 - Bodily injury \$ 100,000 each person
 \$ 500,000 each occurrence
 - Property damage \$ 100,000 each occurrence
 \$ 100,000 each aggregate
 - Or \$ 500,000 combined single limits
- D. City’s Protective Liability
 - Bodily injury \$ 250,000 each person
 \$ 500,000 each occurrence
 - Property damage \$ 100,000 each occurrence
 \$ 100,000 aggregate
 - Or \$ 500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Tenant shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Tenant allow any Sub-Tenant to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Tenant.

SECTION IX


MISCELLANEOUS TERMS

- A. Lessor's right of entry.** The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, such entry not to interfere with the Lessee in carrying out the regular farming operations.
- B. Mineral rights.** Nothing in this lease shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for crops destroyed by these activities and to release the lessee from obligation to continue farming this property when development of mineral resources interferes materially with the Lessee's opportunity to make a satisfactory return.
- C. Lessor liability.** The Lessee takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fenced tile, and other improvements.
- D. Indemnity.** Lessee shall indemnify, and hold Lessor and Lessor's affiliated companies, its or their officers, directors, employees, agents, and contractors, harmless against and from all claims (including without limitation), actions, demands, expense, costs, attorney's fees, court costs (and judgment) for death of or injury to persons whomsoever or loss or destruction of or damage to property whatsoever in a way arising out of or caused or contributed to by the Lessee's presence on or use of the Premises hereby leased, except when such claims are caused by the sole negligence of the Lessor or Lessor's affiliated companies, its or their officer, directors, employees, agents or contractors. The provisions of this paragraph shall survive the termination of this Lease.
- E. Condemnation.** If all or any part of the Premises is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by condemning entity. Prepaid rentals will be prorated and the unearned rental returned to Lessee. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued

solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.

- F. Notices.** Any notice, election or other correspondence required or permitted pursuant to this Lease shall be deemed to have been properly given when made in writing and effective when delivered personally to the party to whom directed, or when deposited in the United States mail, certified, with all necessary postage or charges fully prepaid, returned receipt requested and addressed to the party to whom directed at its address specified below:

As to the Lessor: City of Edinburg
Myra L. Ayala
City Manager
415 W. University Dr.
Edinburg, Texas 78539

As to the Lessee: 

Either party hereto may change its address for the purpose of receiving notices or Communications hereunder by furnishing notice thereof to the other party in compliance with this section.

- G. Severability.** Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine shall include the feminine gender, and vice versa. If any provisions of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, the remainder of this Lease and any other application of such provision shall not be affected thereby.
- H. Entire Agreement.** The Lease represents the entire Lease between the parties and supersedes all other agreement and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.
- I. Headings.** The heading of each section of this Lease is for convenience only and it shall not be deemed a construction of intent of any such section.
- J. Binding Effect.** This lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

EXECUTED by the parties in triplicate originals on this the ____ day of _____, 2022.

**LANDLORD
CITY OF EDINBURG**

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM P.C.

BY: _____
Omar Ochoa, City Attorney

TENANT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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>. 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:

- (1) 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 proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) 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.

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
 - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
 - 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
 - 6) *"Firearm entity" means:*
 - a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*
 - 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
 - a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) *has two or more firearm entities as members; and*
 - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that:
(Name)

- (1) He is President of _____, the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this _____ day of _____, 20____.

By:

Notary Public
My commission expires

END OF SECTION