



Respondent's Name:

WOOD COUNTY
COMMISSIONERS OFFICE

REQUEST FOR PROPOSALS NO. 01-2024

Lake Hawkins RV Park LEASE AGREEMENT

**PROPOSALS DUE NOVEMBER 15, 2023 AT
2:00 P.M.**

TABLE OF CONTENTS

SPECIFICATIONS

PRE-PROPOSAL CONFERENCE	2
SCHEDULE OF EVENTS	3
OPENING DATE, TIME, PROCEDURES, CONTACTS	4
STANDARD TERMS AND CONDITIONS	5
EVALUATION CRITERIA	6
WORKERS' COMPENSATION INFORMATION	9-11

REQUIRED PROPOSAL FORMS

RESUME AND REFERENCES	12*
PROPOSAL	13*
CREDIT REPORT AUTHORIZATION	14*
CERTIFICATION OF ELIGIBILITY	15*
HB1295	16*
COMPLIANCE	17*
PROPOSAL FORMS/PROPOSAL AFFIDAVIT	18 –19*
DOCUMENT CHECK LIST	20*

LAKE HAWKINS RV PARK LEASE AGREEMENT..... ATTACHED.....22-*

* NOTE: These Pages Must be returned with proposal

This table of contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package. Potential Contractors are responsible for reading the entire proposal package and complying with all specifications.

PRE-PROPOSAL CONFERENCE

All potential respondents are encouraged to attend a Pre-Proposal Conference and Walk-Through of the Park to be Held

Date: Thursday, October 12, 2023

Time: 10:00 A.M.

Location: RV Park
Pavilion
156 County Road 3455
Hawkins, TX 75765

Note: There is no opportunity for remote attendance of this meeting

RSVP: Potential contractors planning to attend the pre-proposal conference should RSVP, in writing, via email, no later than 5:00 p.m., Tuesday, October 10, 2023

Contact Name: _____

Planning to Attend Pre-Bid: _____ YES _____ NO

Tel No: _____ Fax No: _____

Email address: _____

All questions should be submitted in writing via email and directed to: Mike Simmons

Send RSVPS to Kari Perkins: kperkins@mywoodcounty.com

Questions will be addressed at the pre-proposal conference. Any potential respondent who submits a proposal without attending the scheduled pre-proposal conference does so at their own risk. Such applicant who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

REQUEST FOR PROPOSALS
RFP# 01-2024
Lake Hawkins RV Park Lease Agreement

Schedule of Events

Note: All dates are tentative, and the County reserves the right to change these dates at any time. At the sole discretion of the County, events listed in the Schedule of Events are subject to scheduling changes and cancellation. The County will make public any changes to the stated schedule.

Event	Date / Time
Approval to advertise	September 29, 2023
Solicitation Release Date	October 5, 2023
Pre-Proposal Conference	October 12, 2023 at 9:00 A.M.
Date Proposals are Due / Opened	November 15, 2023 at 2:00 P.M.
Date Proposal to be Awarded	November 28, 2023 at 9:00 A.M
Contract Start Date	January 1, 2024

Submission Procedures and Contacts

Below are the delivery options for the submission of all proposals:

By Mail via US Postal Service	By Courier, Federal Express, UPS
Original and One (1) Copy of the Completed Proposal must be received in the: Wood County Commissioners Office P.O. Box 1704 Quitman, Texas 75783 On or before November 15, 2023 at 2:00 P.M.	Original and One (1) Copy of the Completed Proposal must be received in the: Wood County Commissioners Office 213 W. Bermuda Street Quitman, Texas 75786 On or before November 15, 2023 at 2:00 P.M.

All proposals, including a “NO RESPONSE” are due in the Commissioner’s Office by the due date of November 15, 2023, in sealed envelopes or boxes. **All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Proposals must be submitted on the enclosed Proposal Forms.** Original proposal must be clearly marked “**ORIGINAL**” and contain all original signatures.

Respondent shall be responsible for actual delivery of the proposal to the Commissioner’s Office before the advertised date and hour for opening of the proposals. If mail is delayed either in the postal service or in the internal mail system of Wood County beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be disposed of as authorized. **Any proposal received later than specified time, whether delivered in person or mailed, will not be accepted and shall be returned unopened.**

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. After the official opening, proposals become the property of Wood County and may not be amended, altered or withdrawn without the recommendations of the Auditor’s Office and the approval of Commissioners’ Court.

_____ Check if declining to respond. State reason:

Wood County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County.

**STANDARD TERMS AND CONDITIONS
PLEASE READ CAREFULLY**

Standard Terms and Conditions apply to all advertised Request for Proposal (RFP); however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All proposals shall be binding upon the respondent if accepted by the County within sixty (60) days of the proposal opening.

Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this Proposal with price(s) quoted, Contractors certify and agree to the following:**

PROPOSAL REQUIREMENTS: Respondent must comply with all statutes, rules, regulations and policies relating to purchasing at Wood County in addition to the requirements of this form. The entire proposal packet must be received by the Wood County Commissioner's Office on or before the hour and date specified. Late and/or unsigned proposals will not be considered under any circumstances. Proposals cannot be altered or amended after due date and time.

PROPOSAL CERTIFICATION: The Respondent agrees that the submission of a signed proposal is certification that the respondent will accept an award made to it as a result of the submission.

PROPOSAL AFFIRMATION: Signing this proposal with a false statement is a material breach and shall void the submitted proposal or any resulting contract(s), and the respondent shall be removed from all proposal lists. By signature, the respondent certifies that they have not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any Wood County Elected Official or employee in connection with the submitted proposal; (ii) received compensation for participation in the preparation of this Request for Proposal or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Request for Proposal. This proposal must be notarized in the County / State in which the person / business is located.

ACKNOWLEDGEMENT OF AMENDMENTS: Respondent shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and the date in the space provided for this purpose, or by letter. The acknowledgement must be received by Wood County by the time and at the place specified for receipt of proposals.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Wood County Commissioner's Office at the address provided on the cover sheet. Respondents are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal amendment to the solicitation document.

PROPOSAL WITHDRAWAL: after opening, Respondents will not be allowed to withdraw their proposals unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approved by Wood County. Any requests for withdrawal must be made in writing and substantiated by all original work papers, documents, and other materials used in the preparation of the proposal. Such request shall be received by Wood County within 10 days after opening. If permitted to withdraw the proposal, the Respondent shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. **Prior to the opening,** Respondent may withdraw simply by making a written request to Wood County; no explanation is required.

AWARD: Wood County reserves the right to award this agreement on the basis of BEST PROPOSAL in

accordance with the laws of the State of Texas, to waive any formality or irregularity, to reject any or all proposals and make award that best serves the interest of Wood County. In the event the highest dollar offer meeting the specifications is not awarded a contract, the Respondent may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Wood County Judge's Office of his intent to appear.

EVALUATION CRITERIA: In determining responsible Respondent, the following will be taken into consideration:

CRITERIA	MAXIMUM POINTS
Experience & Past Performance	50
Business and / or Financial Capabilities	25
Price	15
Responder's past relationship with the County	5
References	5
TOTAL	100

CONTRACT AWARD: A response to this Request for Proposals is an offer to provide services based upon the terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through issuance of a Contract by the Wood County Commissioners Court. This Proposal along with worksheets, submitted documents when properly accepted and awarded by Wood County Commissioners Court, shall constitute a contract equally binding between the successful Respondent and Wood County. No different or additional terms will become a part of this contract with the exception of a Change Order.

PROPOSER RESPONSIBILITY: The Contractor/ Respondent shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT: A Respondent must affirmatively demonstrate their responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required.
2. Be able to comply with the required responsibilities and functions.
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

PROTESTS: A contractor or respondent who disagrees with an action taken by Wood County shall submit a written protest stating the basis for their position. Wood County may meet with the contractor or respondent and in any case shall provide a written response to the contractor or respondent's protest. If the contractor or respondent requests further review of the action of Wood County, such review shall be promptly conducted by Counsel for Wood County.

TIE PROPOSAL: Award will be made by drawing lots. Consistent and continued tie proposals could cause rejection of proposals by Wood County and /or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot,

war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Wood County at any time to enforce provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Wood County to enforce any provision at any time in accordance with its terms.

SALES TAX: Wood County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Wood County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Wood County Auditor.

ORAL STATEMENTS: Wood County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Wood County Commissioner's Office.

INDEMNITY: Respondent shall indemnify and hold harmless Wood County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting in directly or indirectly for the contractor or respondent's performance.

INSURANCE: Contractor or respondent shall procure and maintain, with respect to the subject matter of this Proposal, appropriate insurance coverage including as a minimum, public liability and property damage with adequate limits to cover contractor or respondent's liability as may arise directly or indirectly from work performed under this proposal. Certification of such coverage must be provided to the County before beginning any work.

BOND: In addition, respondent shall procure and maintain with respect to the subject matter of this proposal, a surety bond issued to Wood County. All requirements for insurance coverage and the bond are in the Lake Hawkins RV Park Lease Agreement Article III, as attached to this proposal.

REMEDIES: If Respondent breaches any term of a contract, Wood County shall have the rights available by law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Wood County determines is adequate to cover all damages from Respondent's breach; (ii) purchase substitute goods and charge Respondent with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and and/or return such goods to Respondent at Respondent's risk and expense; and (iv) assert any claim for damages, including manufacturing costs, and incidental, consequential or special damages incurred by Wood County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative, and not alternative.

ASSIGNMENT: Without the prior written consent of Wood County, Respondent's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Wood County may treat such as a breach hereof. Wood County may assign or delegate all or any part of its right and duties hereunder.

CANCELLATION: Upon thirty (30) days written notice to Respondent, Wood County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. Wood County reserves the right to award cancelled contract to next best Respondent as it deems to be in the best interest of the County.

APPLICABLE LAWS: Respondent must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET Seq.) Title VII of the Civil Rights Act of 1964, as amended (42

U.S.C. SS200E ET Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Respondent breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Wood County.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding dispute arising out of any agreement shall be brought in the federal or state courts within Wood County and the party's consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the county auditor are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Wood County.

INTEGRATION: The contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remaining full force and effect and shall in no way be affected, impaired, or invalidated.

EXEMPTIONS/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposals will be considered for the award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the Proposal. The absence of such list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the specifications of the Request for Proposals. Wood County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

COPIED, SCANNED OR RE-TYPED RESPONSE: Not Allowed. The Original Packet must be returned.

ELECTRONIC FORMAT PACKETS (PDF. ETC.): Wood County does not provide and/ or accept electronic versions of the Bid Packets.

Any responses, worksheets and/or submitted documents to this Proposal becomes the property of Wood County unless withdrawn before the due date and time of this proposal.

It is the respondent's sole responsibility to print and review all pages of the Proposal document, attachments. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders the proposal as non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certificate of Eligibility, Checklist, Questionnaires (when applicable), Form 1295 Certificate of Interested Parties (CIP). The Form 1295 is to be completed online, print and have notarized. (See instructions). Proposal will be disqualified if the CIP is not notarized signed and / or not returned. Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the respondent. Wood County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the respondent to determine the full extent of the exposures.

TWCC Rule 110.110
Workers' Compensation Insurance Coverage

Note: TWCC Rule 110.110 applies to Building and Construction projects for Governmental entities and is included in this proposal for information purposes only.

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

TWCC Rule 110.110
Workers' Compensation Insurance Coverage

- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employee(s) providing services on the project for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each person with whom it contracts, and provide to the contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7). With the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

RESUME AND REFERENCES

Please include a current **Resume** and list three **(3) professional and/or personal references**.
Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

REFERENCE ONE

COMPANY NAME or INDIVIDUAL NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

REFERENCE TWO

COMPANY NAME or INDIVIDUAL NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

REFERENCE THREE

COMPANY NAME or INDIVIDUAL NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Wood County after the official opening. The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed; satisfied themselves of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the **Lake Hawkins RV Park Lease Agreement**. The period of acceptance of this proposal will be upon notification of award of the proposal.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Wood County, and that the contents of this proposal have not been communicated to any other Respondent or to any employee of Wood County prior to the official opening of this proposal.

The undersigned affirms that they have read and do understand the **Lake Hawkins RV Park Lease Agreement** and any attachments contained in this proposal package. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature _____

AUTHORIZED REPRESENTATIVE

NAME AND ADDRESS:

Date _____

Name _____

Title _____

Tel. No. _____

FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

This Form Must Be Signed
THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!

CREDIT REPORT AUTHORIZATION AND PRIVACY DISCLOSURE FORM

I hereby authorize and instruct (Wood County) to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by (Wood County). I understand and agree that (Wood County) intends to use the credit report for the purpose of evaluating my financial readiness to manage Wood County Lake Hawkins RV Park.

My signature below also authorizes the release to credit reporting agencies of financial or other information that I have supplied to (WOOD COUNTY) in connection with such evaluation. Authorization is further granted to the credit reporting agency to use a copy of this form to obtain any information the credit reporting agency deems necessary to complete my credit report.

I understand that I may revoke my consent to these disclosures by notifying (Wood County) in writing.

_____	_____
Client's Name (Print)	Client's Name (Print)
_____	_____
Client's Signature	Client's Signature
_____	_____
Client's Social Security Number	Client's Social Security Number
Date: _____	Date: _____
Address: _____	Address: _____
_____	_____
_____	_____
_____	_____

****NOTE: PLEASE INCLUDE A COPY OF A VALID DRIVERS LICENSE****

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!

CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this solicitation, the respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the respondent will notify the Wood County Auditor's Office. Failure to do so may result in terminating this contract for default.

Signature _____ X

This Form Must Be Signed

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!

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 government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the government entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, Respondent will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate Number.” Respondent **MUST** Print, Sign, and Notarize Form 1295.
3. **On the day of** notification of award by the Wood County Auditor’s Office, the completed Form 1295 **must** be submitted to Wood County Auditor’s Office.
4. Respondent will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract, or make modifications and/or amendments to Wood County contract.

Instructions and information are available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm or you may call the Texas Ethics Commission at (512) 463-5800

Your Form 1295 ID# is 01-2024

By signing on the “Compliance Page”

RESPONDENT AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a proposal in response to this solicitation, the respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the respondent will notify the Wood County Auditor. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL

Effective September 1, 2017, RESPONDENT verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.

DISCLOSURE OF INTERESTED PARTIES

By Submitting a proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Wood County Auditor's Office and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, On the Day of notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

**Authorized
Signature** _____

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH PROPOSAL!

**WOOD COUNTY, TEXAS
PROPOSAL INFORMATION FORM**

RFP NO.: 01-2024
DESCRIPTION: RV PARK MANAGER AT LAKE HAWKINS
OPENING: 2:00 P.M.
November 15, 2023
Wood County Commissioner's Office

Wood County owns a 35-acre park with up to 41 RV camping sites, 2 cabins, tent camping areas, two restrooms with showers, a pavilion, a house, swimming beach, boat ramp and fishing dock, located on Lake Hawkins, in southeastern Wood County near Hawkins, Texas. The County desires to lease the RV Park on a contract basis from January 1, 2024 through December 31, 2024. The contract will be awarded on a sealed proposal basis. Qualifications, prior experience, pricing, and other subjective criteria will be considered in evaluation of the proposal. When approved by Commissioners Court and signed as accepted by contractor, the following pages will constitute a contract between the contractor and Wood County.

Response of:

Name (Typed or printed) _____ Phone _____

Mailing Address _____ City _____ State _____ Zip _____

Signature _____ Social Security Number _____

Basic Contract: See Attached Lake Hawkins RV Park Lease Agreement For Terms.

Unit to bid for Basic Contract: In initial year of contract, the first three (3) months lease fees are waived. First payment will be due 90 days from date of contract.

Per month \$ _____ (Minimum \$2,000)

Initial Contract Year Total Annual (per month x 9):\$ _____

Subsequent Years Total Annual (per month x 12):\$ _____

This Form Must Be Signed
The Original and One (1) Copy of This Page Must Be Returned With Proposal!

WOOD COUNTY, TEXAS

PROPOSAL AFFIDAVIT

The undersigned certifies that the attached proposal has been carefully reviewed and are submitted as correct and final. The undersigned further certifies that Respondent agrees to furnish any and/or all services upon which prices are extended at the price offered, and upon the conditions contained in the proposal package. The period of acceptance of this proposal will be upon notification of award.

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who after being by me duly sworn, did depose and say: I, _____, hereby certify that the foregoing proposal has not been prepared in collusion with any other respondent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the respondent is not now, nor have been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services proposed on, or to influence any person or persons to propose or not to propose thereon.”

RESPONDENTS’S OFFER

I, hereby agree to fulfill this attached proposal by signing this ___ day of _____, 20____.

Signature of Respondent

Date

Notary Public
State of Texas

APPROVAL AND ACCEPTANCE BY WOOD COUNTY, TEXAS

Wood County, Texas signing by and through County Judge, Kevin White, has authorized the execution of this Agreement by order of the Wood County Commissioners Court on the _____ day of _____, 2023.

Kevin White, County Judge

This Form Must Be Signed
The Original and One (1) Copy of This Page Must Be Returned With Proposal!

PROPOSAL FORMS/DOCUMENTS CHECKLIST

✓Indicates Compliance	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your proposal response package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire proposal. All deviations from specifications must be documented separately and included with proposal response package.</p>
	<p>1. <u>Respondent's Resume and References.</u> Respondent has provided Current Resume and three (3) references.</p>
	<p>2. <u>Signatures.</u> All forms requiring a signature MUST be signed. Proposals not signed will not be considered for award.</p>
	<p>3. <u>Proposal Forms.</u> All sections of Proposal Forms have been completed.</p>
	<p>4. <u>Insurance Certificates and Bond (If required).</u> Respondent's must submit all Certification of Insurance and Bond prior to taking possession of Lake Hawkins RV Park. See Lake Hawkins RV Park Lease Agreement Article III.</p>
	<p>5. CREDIT REPORT AUTHORIZATION AND PRIVACY DISCLOSURE FORM</p>
	<p>6. It is the respondent's sole responsibility to print and review ALL pages of the proposal document, <u>Lease Agreement</u>, attachments, questions and their responses, addenda and special notices. All forms requiring signatures MUST be signed by the respondent and notarized where applicable. Failure to complete and submit all required forms, including but not limited to the Reference Page, Certificate of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.</p>
	<p>7. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Wood County will not be responsible for errors made by the respondent.</p>
	<p>8. CERTIFICATE OF INTERESTED PARTIES FORM 1295 will need to be completed online see Instruction on Page 16 Your ID# is 01-2024</p>
	<p>9. Failure to comply with the requirements set forth in this Request for Proposals may result in rejection of proposal and/or cancellation of contract after award.</p>

The Original and One (1) Copy of This Page Must Be Returned With Proposal!

THIS PAGE WAS INTENTIONALLY LEFT BLANK

**LEASE AGREEMENT
LAKE HAWKINS RV PARK**

THIS LEASE AGREEMENT, dated as of January 1, 2024 is entered into between Wood County, Texas, (hereinafter referred to as “Lessor”), and _____ (hereinafter referred to as “Lessee”).

ARTICLE I

- 1.1 Lease of Premises; Title and Condition. (a) In consideration of the rents and covenants herein stipulated to be paid and performed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, all that tract or parcel of land, together with improvements now or hereafter located thereon, more particularly described on Exhibit “A” attached hereto and incorporated herein by reference for all purposes (the “Leased Premises”).
- (b) The Leased Premises are leased to Lessee in their present condition without representation or warranty by Lessor and subject to the rights of parties in possession, to the rights of any lessees, to the existing state of title, and to all applicable Legal Requirements. Lessee has examined and is familiar with the Leased Premises and has found the same satisfactory for all purposes.
- 1.2 Use. (a) Lessee shall use the Leased Premises, at all times, as a public park pursuant to TPDW Grant # 2-00276 and the Texas Local Park Grant Programs Manual and General Project Criteria, providing the following services: RV park, swimming beach, tent camping and day use recreational facilities. Lessee shall not use the Leased Premises for any commercial endeavor or business other than as described and allowed in paragraph 1.2, or elsewhere in this Lease Agreement.
- (b) Lessee may operate a small convenience store selling ice, toiletries, canned goods, fishing supplies and snacks. Lessee shall not sell or distribute alcoholic beverages or prepared food.
- (c) Lessee may use the residence on the Leased Premises as a single family residence, day-rental cabin, or hall for gatherings. Lessee shall not sublease the residence as a primary residence. Lessee, or an employee of Lessee or a park host for the benefit of Lessee, is required to live on the Leased Premises. Lessee and the person designated by Lessee to live on the Leased Premises, if Lessee chooses not to live on the Leased Premises, shall promote security and order at all times.
- (d) Duration of Stay. RV sites may not be held by guests for more than ten (10) consecutive days. However, in order to increase revenue during the winter months, from November 1st through March 31st, up to 45% of RV sites may be held by guests longer than ten (10) consecutive days. Permanent structures shall not be erected on any RV or Camp site.
- (e) Lessee may allow commercial events on the Leased Premises; however, prior to the event, Lessee shall determine the number of people that will attend the event. If more than 150 people are expected at the event, Lessee shall seek approval for the event from Lessor by scheduling an appearance at a Wood County Commissioners’ Court meeting at least 60 days before the event. Lessee shall not charge patrons to the park’s recreational facilities an increased

fee if not attending a commercial event.

(f) Wood County reserves the right to set occupancy limitations if necessary for the health and safety to the park and its visitors.

(g) Lessor and its agents and designees may enter upon and examine the Leased Premises at reasonable times as long as such examination or showing shall not unreasonably interfere with the business operations of Lessee on the Leased Premises.

(h) Any and all employees or contractors of Lessee exist in an employment or contractor relationship with Lessee only, and shall not be treated as, or considered, employees or contractors of Lessor.

1.3 Term. (a) The Leased Premises are leased for a primary term of one (1) year (the "Lease Term"), commencing on the date hereof,

(b) This Lease Agreement automatically renews for four (4) additional terms (the "Renewal Terms") of one (1) year each after the expiration of each Lease Term. The Lease shall automatically renew unless Lessee provides notice to Lessor at least three (3) months before the expiration of the Lease Term or Renewal Term then in effect. Lessor may cancel the automatic renewal of this Lease by providing notice to Lessee at least thirty (30) days before the expiration of the Lease Term or Renewal Term then in effect. It is and shall be a condition of the automatic renewal into a Renewal Term, that at the time of the commencement of the Renewal Term, Lessee shall not be in default hereunder and the Lease shall not have otherwise terminated.

1.4 Rent. (a) Lessee shall pay to Lessor monthly in advance on the first day of each month (with a ten (10) day grace period) in immediately available funds as Basic Rent (so called herein) for the Leased Premises, the sum equal to one-twelfth (1/12) of the awarded bid amount for this Lease, at Lessor's address as set forth herein, or at such other address or to such other person as Lessor from time to time may designate.

(b) All amounts which Lessee is required to pay pursuant to this Lease (other than Basic Rent, amounts payable for additions to and alterations of the Improvements pursuant to paragraph 3.3, amounts payable for restoration of the Improvements pursuant to paragraph 3.2 and amounts payable as liquidated damages pursuant to paragraph 5.1), together with every penalty, interest and cost which may be added for nonpayment or late payment thereof, shall constitute Additional Rent.

(c) Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, Additional Rent and any other sum due hereunder when due and payable, without notice or demand.

1.5 True Lease. Lessor and Lessee expressly acknowledge and agree that they intend for this Lease Agreement to be deemed and construed as a true lease and they intend that their relationship be that of landlord and tenant; nothing in the Lease shall ever be construed so as to make this Lease a security instrument, or so as to make Lessor and Lessee partners or joint venturers, or so as to give Lessee any fee ownership in the

Leased Premises, or so as to create an employment relationship between Lessor and Lessee. Lessor and Lessee acknowledge and agree that third party lenders may rely on this paragraph when making loans to Lessor secured by the Leased premises and agree that both Lessor and Lessee shall be estopped from asserting that this Lease is anything but a lease in any subsequent court action or any other proceedings.

ARTICLE II

- 2.1 Net Lease. (a) This Lease is a net lease and, any present or future law to the contrary notwithstanding, shall not terminate except as otherwise expressly provided herein, nor shall Lessee be entitled to any abatement or reduction (except as otherwise expressly provided herein), set-off, counterclaim, defense or deduction with respect to any Basic Rent, Additional Rent or other sums payable hereunder; nor shall the obligations of Lessee hereunder be affected, by reason of: (i) any damage to or destruction of the Leased Premises, or any portion thereof (except as provided herein); (ii) any taking of the Leased Premises or any portion thereof, by condemnation or otherwise (except as provided herein); (iii) any prohibition, limitation, restriction or prevention of Lessee's use, occupancy or enjoyment of the Leased Premises (other than by or through Lessor), or any interference with such use, occupancy or enjoyment by any person other than Lessor; or (iv) any action of any governmental authority (except as otherwise provided for herein). The parties intend that the obligations of Lessee hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease.
- (b) Except as otherwise provided herein, Lessee waives all rights to terminate or surrender this Lease, or to any abatement or deferment of Basic Rent, Additional Rent or other sums payable hereunder.
- 2.2 Compliance with Law. (a) Lessee shall comply with and cause the Leased Premises to comply with and shall assume all obligations and liabilities with respect to (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, whether or not presently contemplated (including specifically environmental laws and regulations) (collectively referred to herein as the "Legal Requirements") applicable to the Leased Premises or the ownership, operation, use or possession thereof and (ii) all contracts (including, without limitation, insurance policies, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies), agreements, covenants, conditions and restrictions now or hereafter applicable to the Leased Premises or the ownership, operation, use or possession thereof, including but not limited to the Lessor's obligations and liabilities under any tenant leases and all such Legal Requirements, contracts, agreements, covenants, conditions and restrictions which require structural, unforeseen or extraordinary changes.
- 2.3 Liens. Lessee will promptly remove and discharge any charge, lien, security interest or encumbrance upon the Leased Premises or any Basic Rent, Additional Rent or other sums payable hereunder which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Leased Premises; or by reason of labor or materials furnished or claimed to have been furnished to lessee or for the leased Premises, but not including (i) the liens and encumbrances already existing, and (ii) any mortgage, charge, lien, security interest or

encumbrance created by Lessor with or without the consent of Lessee. Notice is hereby given that Lessor will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding an interest in the Leased Premises or any part thereof through or under Lessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Lessor in and to the Leased Premises.

2.4 Indemnification. (a) Lessee shall defend, without limitation, all actions against Lessor, or any agents, insurers, risk management pool, representatives, elected officials, appointees, employees and attorneys of Lessor, and shall pay, protect, indemnify and save harmless said indemnified parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature, including any cause of action premised upon negligence, arising from (i) injury to or death of any person, or damage to or loss of property, on the Leased Premises or on adjoining sidewalks, pathways, streets or ways, or connected with the use, condition or occupancy of any thereof, (ii) violation by Lessee of this Lease, and (iii) any act or omission, including a negligent act or omission, of Lessor or Lessee, or agents, contractors, licensees, subleases or invitees.

2.5 Maintenance and Repair. (a) Lessee, at its own expense, will maintain all parts of the Leased Premises in their present condition, except for ordinary wear and tear, and will take all action and will make all structural and nonstructural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of the Leased Premises in their present conditions, ordinary wear and tear excepted. All such changes and repairs shall be performed by a licensed and bonded individual, at the expense of Lessee, except Lessor will (i) repair the septic system, water delivery pipes and valves below two feet; (ii) remove dead trees and tree damage causes by inclement weather; (iii) groom the beach area one time per year, during the spring months; (iv) maintain appliances inside the residence on the Leased Premises; and (v) maintain the treatment plant. Lessor shall not be required to maintain, repair or rebuild all or any part of the Leased Premises, except as provided in the previous sentence.

(b) Lessee shall provide the equipment and supplies necessary to operate and maintain all parts of the Leased Premises, including, but not limited to, lawn equipment, cleaning supplies, office equipment, credit card devices, computers and telephones.

(c) Lessee shall take the following maintenance actions on a daily basis, or more frequently, as needed: collect trash from camp site receptacles, collect trash on beach, collect trash on the grounds of the Leased Premises and clean the restrooms and bathhouses.

(d) As often as required to keep a well-maintained appearance, Lessee shall mow the grass on the Leased Premises and drag the beach. One time per year, Lessee shall cause a licensed and bonded septic service to perform maintenance on the septic tanks. Lessee shall provide Lessor with documentation of such yearly maintenance within 30 days after the service is performed. Further, Lessee will repair any and all damage caused by vandalism or reckless behavior on the Leased Premises.

(e) Lessee waives the right to (a) require Lessor to maintain, repair or rebuild all or any part of the Leased Premises or (b) make repairs at the expense of Lessor pursuant to any Legal Requirement, contract, agreement, covenant, condition or restriction set forth in subparagraph 2.2(a)(ii).

- 2.6 Utilities. Lessee shall contract for all utilities, including, but not limited to water, electricity and gas. Lessee shall pay, without delinquency, all charges for utilities and services provided to the Leased Premises. Any interruption of utilities due to a delinquent account, shall be cause for immediate termination of this Agreement. Lessor shall not be liable for any interruption of utilities. Lessee shall provide Lessor with a copy of the first monthly invoice for all utilities. If Lessee changes the service provider for any utility, Lessee shall provide Lessor with a copy of the first monthly invoice from the new provider.
- 2.7 Dumpster. Lessee shall store all trash collected in enclosed containers. Lessee is responsible for all costs associated with dumpsters.
- 2.8 Bond. Lessee shall post a Fiduciary Bond of \$10,000.00 payable to the Wood County Commissioners' Court for surety of collection of Basic Rent, Additional Rent and any other amounts owed by Lessee.

ARTICLE III

- 3.1 Condemnation and Casualty. (a) General Provisions. The provisions of this Article III shall govern the disposition of any award, compensation or insurance payment (i) if the use, occupancy or title of the Leased Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (a "Condemnation") or (ii) if the Leased Premises or any part thereof are damaged or destroyed by fire, flood or other casualty (a "Casualty") (all awards, compensations, and insurance payments on account of any Condemnation or Casualty are hereinafter collectively called "Compensation"). All Compensation shall be the exclusive property of Lessor.
- (b) Substantial Condemnation. If a Condemnation shall affect all or a substantial portion of the Leased Premises and shall render the Leased Premises unsuitable for restoration for continued use and occupancy in the business of Lessee, then Lessee may, at Lessee's option (provided that Lessee is not in default hereunder), within thirty-five (35) days following such occurrence, deliver to Lessor notice of its intention to terminate this Lease together with a certificate of Lessee describing the event giving rise to such Condemnation which has rendered the Leased Premises unsuitable for restoration for continued use and occupancy in Lessee's business. The Lease shall stay in effect and Lessee shall continue to pay rent through the date on which Lessor has been paid in full the Compensation.
- (c) Substantial Casualty. If a Casualty shall affect all or a substantial portion of the Leased Premises and the Casualty shall render the Leased Premises unsuitable for restoration for continued use and occupancy in the business of Lessee, then Lessee may, at Lessee's option (provided that Lessee is not in default hereunder), not later than 35 days after such occurrence, deliver to Lessor notice of its intention to terminate this Lease together with a certificate of Lessee describing the event giving rise to such termination and stating that Lessee has determined that such event has rendered the Leased Premises unsuitable for restoration for continued use and occupancy in Lessee's business. The Lease shall stay in effect and Lessee shall continue to pay rent through the date on which Lessor receives the Compensation of and the proceeds of any insurance providing coverage for business interruption or loss of rent.

(d) Less than Substantial Condemnation or Casualty. If, after a Condemnation or Casualty, Lessee does not give notice of its intention to terminate this Lease as provided in paragraphs 3.1(b) or (c), then this Lease shall continue in full effect, and Lessee shall, at its expense, rebuild, replace or repair the Leased Premises in conformity with the requirements of paragraphs 2.5 and 3.3 so as to restore the Leased Premises (in the case of Condemnation, as nearly as practicable) to the condition and fair market value thereof immediately prior to such occurrence. Prior to any such rebuilding, replacement or repair, Lessor and Lessee shall agree on the maximum cost thereof (the "Restoration Cost"). The Restoration Cost shall be paid first out of Lessee's own funds to the extent that the Restoration Cost exceeds the Compensation payable in connection with such occurrence, after which expenditure Lessee shall be entitled to receive the Compensation (less any expenses incurred in obtaining the Compensation), but only against certificates of Lessee delivered to Lessor from time to time as such work of rebuilding, replacement and repair progresses, each such certificate describing the work for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith and stating that Lessee has not theretofore received payment for such work. Any Compensation remaining after final payment has been made for such work and after Lessee has been reimbursed for any portions it contributed to the Restoration Cost shall be retained by Lessor. If the cost of any rebuilding, replacement or repair required to be made by Lessee pursuant to this paragraph 3.1(d) shall exceed the amount of such Compensation, the deficiency shall be paid by Lessee.

3.2 Insurance. (a) Lessee will maintain insurance on the Leased Premises of the following character:

(i) Insurance against loss by fire, flood, lightning and other risks which at the time are included under "extended coverage" endorsements, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss but in any event in amounts not less than 100% of the actual replacement value of the Improvements, exclusive of foundations and excavations.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises and adjoining streets, pathways and sidewalks, in the minimum amounts of \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for any one accident, and \$1,000,000 for property damage or in such amounts as are then customary for property similar in use to the Leased Premises.

(iii) Worker's compensation insurance to the extent required by the law of the State where the Leased Premises are situated and to the extent necessary to protect Lessor and the Leased Premises against worker's compensation claims.

(iv) Lessor shall be named as an Additional Insured on the above-referenced policies, with loss payable in favor of Lessor.

(b) Lessee shall deliver to Lessor original or duplicate certificates of insurance, satisfactory to Lessor, evidencing the existence of all insurance which is required to be maintained by Lessee hereunder, such delivery to be made (i) upon the execution and delivery hereof and (ii) at least 10 days prior to the expiration of any such insurance. Lessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by this paragraph 3.2 unless Lessor is an additional insured or named insured therein, with loss payable in favor of Lessor. Lessee shall immediately notify

Lessor whenever any such separate insurance is obtained and shall deliver to Lessor the policies or certificates evidencing the same. Any insurance required hereunder may be provided under blanket policies provided that the Leased Premises is specified therein.

- 3.3 Alterations. Lessee may, at its expense (it being understood that Lessee may not secure any financing for such by the Leased Premises or any interest therein), make additions to and alterations of the Leased Premises, provided that (i) the fair market value of the Leased Premises shall not be lessened thereby, (ii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Lessee hereunder, and (iii) no improvements shall be demolished and no major structural alterations shall be made to the Improvements unless Lessor's prior written consent shall have been obtained. All such additions and alterations shall be and remain part of the Leased Premises and shall be subject to this Lease. Lessee may place upon the Leased Premises any inventory, trade fixtures, machinery or equipment belonging to Lessee or third parties and may remove the same at any time during the term of this Lease. Lessee shall repair any damage to the Leased Premises caused by such removal.

ARTICLE IV

- 4.1 Assignment, Subletting and Mortgages. Lessee may not assign, sublet or mortgage its interest hereunder without the prior written consent of Lessor, such consent not to be unreasonably withheld provided the new tenant is of equal or better creditworthiness; and subject to reasonable limitations of the use of the Leased Premises. Lessor, and their assigns, may assign this lease without the prior consent of Lessee. Lessee shall, within 20 days after the execution of any permitted sublease, mortgage or assignment, deliver a copy thereof to Lessor.
- 4.2 No Vacating of Premises. Lessee may not, at any time during the term of this Lease Agreement, vacate or abandon or otherwise fail to occupy the Leased Premises without the prior written consent of Lessor.

ARTICLE V

- 5.1 Conditional Limitations, Default Provisions. (a) Any of the following occurrences or acts shall constitute an Event of Default under this Lease:
- (i) if Lessee shall (A) fail to pay any Basic Rent, Additional Rent, utility, or other sum, as and when required to be paid by Lessee hereunder, and such failure shall continue for ten (10) days after its payment is due or (B) fail to observe or perform any other provision hereof and such failure shall continue for fourteen (14) days after notice to Lessee of such failure; or
 - (ii) if any representation or warranty of Lessee set forth in any notice, certificate, demand or request delivered to Lessor by Lessee shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made; or
 - (iii) if Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall

be adjudicated a bankrupt or become insolvent or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or

(iv) if a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the Leased Premises or Lessee's estate therein or in the Leased Premises shall be appointed in any proceeding brought by Lessee, or if any receiver, trustee or liquidator shall be appointed in any proceeding brought against Lessee and shall not be discharged within 90 days after such appointment, or if Lessee shall consent to or acquiesce in such appointment; or

(v) if Lessee shall abandon or fail to occupy the Leased Premises; or

(vi) if there shall be a material adverse change in Lessee's financial condition; or

(vii) if Lessee defaults under any other lease between Lessor and Lessee.

(b) If an Event of Default shall have happened and be continuing, Lessor shall have the right to give Lessee notice of Lessor's termination of the term of this Lease. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If Lessee shall default in the payment of rent or any other sum due from Lessee to Lessor under the terms of the lease, Lessor shall have a lien upon all fixtures, chattels, and/or other property of any description belonging to Lessee that are placed in or become a part of the Leased Premises as security for rent due and to become due for the remainder of the current lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any way affect the statutory lessor's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the leased premises for purposes of this contractual lien. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the right to terminate the leasehold, reenter, and relet the premises, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after that any private sale is to be made, for cash or credit for such prices and terms as Lessor deems best with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent, penalties and interest due or to become due under this lease, with the balance, if any, to be paid to Lessee.

(d) If an Event of Default shall have happened and be continuing, Lessor shall have the immediate

right, whether or not the term of this Lease shall have been terminated pursuant to paragraph 5.1(b), to re-enter and repossess the Leased Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful manner Lessor determines to be necessary or desirable. Lessor shall be under no liability by reason of such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Lessor to terminate the term of this Lease unless a notice of such termination is given to Lessee pursuant to paragraph 5.1(b), or unless such termination is decreed by a Court.

(e) At any time or from time to time after a re-entry, possession or removal pursuant to paragraph 5.1(c), whether or not the term of this Lease shall have been terminated, pursuant to paragraph 5.1(b), Lessor may (but shall be under no obligation to) relet the Leased Premises or any portion thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect any rents payable by reason of such reletting. Lessor shall not be liable for any failure to collect any rent due upon any such reletting.

(f) No expiration or termination of the term of this Lease pursuant to paragraph 5.1(b), by operation of law or otherwise, and no re-entry, repossession or removal pursuant to paragraph 5.1(c) or otherwise, and no reletting of the Leased Premises pursuant to paragraph 5.1 (d) and (e) or collection of rents payable under any sublease, or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal, reletting or collection of sublease rents.

(g) In the event of any expiration or termination of the term of this Lease or re-entry or repossession of the Leased Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Lessee shall pay to Lessor all Basic Rent, Additional Rent and other sums required to be paid by Lessee, in each case to and including the date of such expiration, termination, re-entry, repossession or removal; and, thereafter, Lessee shall pay to Lessor upon demand, as liquidated damages, the net present value of the remaining Basic Rent for the balance of the Lease Term or Renewal Term then in effect (using a discount rate of 8% per annum).

5.2 Bankruptcy or Insolvency. (a) In the event that Lessee shall become a debtor in a case filed under Chapter 7 of the Bankruptcy Code, this Lease shall be deemed to have been rejected. Immediately thereupon Lessor shall be entitled to possession of the Leased Premises without further obligation to Lessee or Lessee's trustee and this Lease upon the election of Lessor shall terminate, but Lessor's right to be compensated for damages (including, without limitation, liquidated damages pursuant to any provision hereof) or the exercise of any other remedies in any such proceeding shall survive, whether or not this Lease shall be terminated.

(b) In the event that Lessee shall become a debtor in a case filed under Chapter 11 of the Bankruptcy Code, or in a case filed under Chapter 7 of the Bankruptcy Code which is transferred to Chapter 11, Lessee's trustee or Lessee, as debtor-in-possession, shall be deemed to have rejected this Lease.

5.3 Additional Rights. (a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter

existing. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Lessor of any Basic Rent, Additional Rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless made in writing.

(b) If there is a default under this Lease, the defaulting party shall pay to the other, on demand, all expenses incurred as a result thereof, including reasonable attorneys' fees and expenses (including those incurred in connection with any appellate proceedings).

ARTICLE VI

6.1 Notices and Other Instruments. All notices, offers, consents and other instruments given pursuant to this Lease shall be in writing and shall be validly given when hand delivered or sent by a courier or express service guaranteeing overnight delivery or sent U.S. certified mail, return receipt requested; (a) if to Lessor, addressed to Lessor at its address set forth below and (b) if to Lessee, addressed to Lessee at its address set forth below. Lessor and Lessee each may from time to time specify, by giving fifteen (15) days notice to each other party, (i) any other address in the United States as its address for purposes of this Lease and (ii) any other person or entity in the United States that is to receive copies of notices, offers, consents and other instruments hereunder. Notices and communications shall be effective and deemed received (i) three calendar days after the date of mailing when sent by U.S. Mail, (ii) the next business day when sent by overnight or express courier (iii) upon actual receipt when hand delivered or sent by other means. The parties addresses for notices are as follows:

Lessor:	Wood County Judge PO Box 938 Quitman, Texas 75783-0938	Lessee:	_____ _____ _____ _____
---------	--	---------	----------------------------------

ARTICLE VII

7.1 Surrender. Except for a permitted termination under Paragraph 3.1(b) or 3.1(c), upon the expiration or termination of this Lease, Lessee shall surrender the Leased Premises to Lessor in the condition in which the Leased Premises were originally received from Lessor, except as repaired, rebuilt, restored, altered or added to as permitted or required hereby and except for ordinary wear and tear. Lessee shall remove from the Leased Premises on or prior to such expiration or termination all property situated thereon which is not owned by Lessor including trade fixtures and equipment, and shall repair any damage caused by such removal. Property not so removed shall become the property of Lessor, and Lessor may cause such property to be removed from the Leased Premises and disposed of, but the cost of any such removal and disposition and of repairing any damage caused by such removal shall be borne by Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

7.2 Holding Over. In the event of holding over by Lessee after the expiration or termination of this

Lease, the hold over shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as rental for the period of such hold over an amount equal to 125% the rent which would have been payable by Lessee had the hold over period been a part of the original term of this Lease. Lessee agrees to vacate and deliver the Leased Premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the hold over period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided.

- 7.3 Separability; Binding Effect. Each provision hereof shall be separate and independent and the breach of any provision by Lessor shall not discharge or relieve Lessee from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by the successors and assigns of Lessor to the same extent as if each such successor and assign were named as a party hereto. All provisions contained in this Lease shall be binding upon the successors and assigns of Lessee and shall inure to the benefit of and be enforceable by the permitted successors and assigns of Lessee, in each case to the same extent as if each such successor and assign were named as a party hereto. This Lease may not be modified or terminated except as expressly provided herein or except by a writing signed by Lessor and Lessee. Any such modification or termination made otherwise than as expressly permitted by this paragraph shall be void. This Lease shall be governed by and interpreted in accordance with the laws of Texas.
- 7.4 Headings. The headings of the various paragraphs and exhibits of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Lease.
- 7.5 Counterparts. This Lease may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other.
- 7.6 Waiver of Default or Remedy. Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth herein shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture, or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

7.7 Entire Agreement and Limitation of Warranties. **IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.**

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the date first above written.

[Remainder of page intentionally left blank – signature page follows]

LESSOR:

Wood County, Texas

By: _____

Name: County Judge or Designee

STATE OF TEXAS §

COUNTY OF WOOD §

THIS INSTRUMENT was acknowledged before me on the ____ day of _____, 20____ by the duly elected County Judge of Wood County, Texas, or designee on behalf of the Wood County Commissioners' Court.

Notary Public, State of Texas

LESSEE:

By: _____

STATE OF TEXAS §

COUNTY OF WOOD §

THIS INSTRUMENT was acknowledged before me on the ____ day of _____, 20____ by _____, Lessee.

Notary Public, State of Texas

THIS PAGE IS INTENTIONALLY LEFT BLANK