



*Invitation to Bid ("ITB")*  
*Lease of Land for Hay Production*

ITB NO. 19-006

SCHEDULE	DATE
Issuance of ITB	October 21, 2019
1 <sup>ST</sup> Publication Date	October 22, 2019
2 <sup>nd</sup> Publication Date	November 1, 2019
Pre-Bid Conference (3:00 PM)*	November 8, 2019
Bid Due Date & Opening (10:00 AM)	November 15, 2019
Council Award	December 5, 2019

\*A Pre-Bid Conference is scheduled to discuss the City's requirements under this ITB. While **attendance is not mandatory**, BIDDERS who do not attend will be deemed to have attended and to have received the information provided at that time.



**Invitation to Bid (“ITB”)**  
**Lease of Land for Hay Production**

**ITB NO. 19-006**

**Bid Deadline:**           **10:00 A.M. (CST) - Friday, November 15, 2019**

Sealed bids will be opened on this date and time at the location below and bids will be announced for public record.

**Submit to:**           **Office of the City Secretary**  
**City of Brenham**  
**200 W. Vulcan St., Suite 203**  
**Brenham, Texas 77833**

or

**P.O. Box 1059**  
**Brenham, Texas 77834-1059**  
**ATTN: Jeana Bellinger**

Sealed bids may be submitted in person, by mail or delivery service. Bids will **NOT** be accepted by email or fax. Mailed bids must be addressed to P.O. Box 1059, Brenham TX 77834-1059.

<b>SECTION I: INSTRUCTIONS TO BIDDERS</b>
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**1. INTENT**

The Brenham Community Development Corporation (“BCDC”) solicits sealed bids for the annual lease of certain land solely for harvesting hay, and no other purpose.

## 2. LOCATION AND QUANTITY OF LAND

For the purposes of the proposed hay lease, available parcels shall consist of 88.22 acres located in the Brenham Business Center and 101.59 located in the Southwest Industrial Park, both parcels being situated in Washington County, Texas and more fully described in Attachment “A” and Attachment “B” attached hereto and incorporated herein for all purposes, and further referred to herein as the “Land.”

## 3. OFFER

For the purposes of these specifications the terms “offer” and “bid” will be used interchangeably. Also interested parties submitting offers will be referred to as “bidder(s)” and the successful bidder as “tenant”. **Interested bidders are requested to offer a dollar amount per acre as annual rent for the yearly permitted use of the Land.**

## 4. TERM OF CONTRACT

Except as otherwise provided herein, the Lease Agreement shall remain in effect for a term of one (1) year and shall automatically renew annually for a subsequent term of one (1) year, unless either party gives the other party ninety (90) days written notice of its intent not to renew the Lease Agreement. The sum of the original term and all renewals shall not exceed a total of five (5) years. The provisions of the Lease Agreement and/or Term are subject to termination/modification to accommodate the Landlord’s right to sell or use the Land (or any portion thereof) for other purposes, said determination to be made within the sole discretion of the BCDC as Landlord.

## 5. BID DUE DATE

Sealed bids are due no later than **10:00 A.M. (CST), Friday, November 15, 2019** to:

**Physical Address:**

Office of the City Secretary  
City of Brenham  
200 W. Vulcan St., Suite 203  
Brenham, Texas 77833

**Mailing Address:**

Office of the City Secretary  
City of Brenham  
P.O. Box 1059  
Brenham, Texas 77834-1059

Late bids will not be opened and will be returned to the bidder. Bids must be sealed. To ensure proper recognition upon arrival, list the Bid Number, Bid Name and the Bid Opening Date on the outside of the package. Bids may be presented in person, by mail, or by delivery service. Mailed bids must be addressed to P.O. Box 1059, Brenham TX 77834-1059. Faxed or emailed bids will not be accepted.

## 6. FORM

Bids must be submitted only in the form required by this ITB. **Bidders are required to submit one (1) original and one (1) copy.** All bids must be itemized with prices extended when practical. **Bidder must return the entire original bid document with bid or proposal.**

## 7. ACCEPTANCE

The BCDC reserves the right to accept or reject any or all offers, to waive informalities, and to accept the offer considered most advantageous to the BCDC, said determination to be made within the sole discretion of the BCDC. Causes for rejection of an offer may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform obligations of the tenant, or the bidder's previous failure to timely or satisfactorily perform its obligations under a contract with the City and/or BCDC. Bidders may be disqualified and rejection of offers may be recommended for any of, but not limited to, the following causes: (1) Failure to use the ITB form furnished by the BCDC; (2) Lack of signature by an authorized representative on the ITB form; (3) Failure to properly complete the offer; (4) Evidence of collusion among bidders; (5) Omission of uncertified person or company check or bid bond (if required); or (6) unauthorized alteration of ITB form. BCDC reserves the right to waive any minor informality or irregularity.

## 8. AWARD

The Lease Agreement may be awarded either to the highest responsible offer or to the bidder whose offer is considered most advantageous to the BCDC. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the offered amount;
- b. the reputation of the bidder;
- c. the extent to which the offer meets the BCDC's needs;
- d. the bidder's past relationship with the BCDC;
- e. impact on the ability of the BCDC to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; and
- f. any relevant criteria listed in this ITB.

## 9. ADDENDA

No person has the authority to verbally alter these terms of this ITB. Any changes to this ITB will be made in the form of an Addendum which will be made available online at [www.cityofbrenham.org/purchasing](http://www.cityofbrenham.org/purchasing). It shall be the responsibility of interested bidders to check the website for addenda up to the bid submission deadline.

## 10. CONTACT

If any other information is needed concerning these specifications, please contact the following:

Jeana Bellinger, TRMC, CMC  
City Secretary/Director of Administrative Services  
City of Brenham  
200 W. Vulcan St. (P. O. Box 1059)  
Brenham, TX 77833 (77834-1059)

[jbelling@cityofbrenham.org](mailto:jbelling@cityofbrenham.org)

Phone: 979-337-7567

<b>SECTION II: TERMS AND CONDITIONS OF LEASE</b>
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The terms and conditions of the Lease Agreement are provided in Exhibit “A” of ITB and include, but are not limited to, the following:

The Tenant shall:

1. Make payment for each annual term, due on commencement date,
2. Maintain Insurance Coverage as outlined in Exhibit “B”,
3. Comply with all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the Land.
4. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT’S USE OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT’S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR CLAIMS PAID UNDER THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**



## Southwest Industrial Park Attachment 'A'

This data is subject to change without notice. The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of ways.

 Hay Contract Mowing 101.59 Ac.




Date: 9/10/2019

Path: Z:\GIS PROJECTS\PUBLIC WORKS\SWIP Park Mowing\SWIP Park\_Mowing\SWIP Park\_HayMowing.mxd



## Brenham Business Center Attachment "B"

This data is subject to change without notice. The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of ways.

 Hay Mowing 88.22 Ac



Date: 9/10/2019

Path: \\brenhamcity\fs\Map\Public\GIS PROJECTS\PUBLIC WORKS\BBC Park Mowing\BBCPark\_HayMowing.mxd

**Exhibit "A"**  
**Lease Agreement**

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

**THIS AGREEMENT** is between the Brenham Community Development Corporation (BCDC) hereinafter referred to as "Landlord" and \_\_\_\_\_, hereinafter referred to as "Tenant", for the lease of certain parcels of land for the purpose of planting, raising, and harvesting hay.

**Landlord's Address:**

Brenham Community Development Corporation  
Attn: Accounts Payable  
P.O. Box 1059  
Brenham, TX 77834-1059

**Tenant's Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Premises:** SURFACE ONLY approximately 88.22 acres in the Brenham Business Center and 101.59 acres in the Southwest Industrial Park, both parcels situated in Washington County, Texas and more fully described in Attachment "A" and Attachment "B" attached hereto and incorporated herein for all purposes ("Land").

The Tenant will be allowed to utilize the entire 189.81 acres at both sites until notified by the Landlord that the Land (or portion thereof) is being sold or is needed for other use by the Landlord. Upon such notification by the Landlord, tenant shall immediately cease use of the areas to be sold or used by the Landlord, and this Lease Agreement shall immediately terminate/be modified accordingly.

**Base Rent:** The annual base rent shall be \$\_\_\_\_\_ per acre. This amount shall be paid annually, in advance, to the BCDC. Lease payment shall be addressed to:

Brenham Community Development Corporation  
Attn: Accounts Payable  
P.O. Box 1059  
Brenham, TX 77834-1059

Rent will be prorated for the remainder of the Term in the event the Landlord notifies the Tenant that the Land (or portion thereof) is being sold or is needed for other use by the Landlord. Changes in acreage resulting in (+/-) 5% or less of the base rent will become effective at each renewal date and will not be prorated.



**Term:** Except as otherwise provided herein, the Lease Agreement shall remain in effect for a term of one (1) year, and shall automatically renew annually for a subsequent term of one (1) year, unless either party gives the other party ninety (90) days written notice of its intent not to renew the Lease Agreement. The sum of the original term and all renewals shall not exceed a total of five (5) years. The provisions of the Lease Agreement and/or Term are subject to termination/modification to accommodate the Landlord's right to sell or use the Land (or any portion thereof) for other purposes, said determination to be made within the sole discretion of the BCDC as Landlord.

**Commencement Date:** January 1, 2020

**Termination Date:** December 31, 2020. Will be automatically renewed for a subsequent term of one (1) year, unless either party gives the other party ninety (90) days written notice of its intent not to renew, or as otherwise provided herein.

**Permitted Use:** Solely for harvesting hay and no other purpose, unless otherwise approved in writing by the Landlord.

**Tenant's Insurance:** Insurance shall be provided as outlined in Exhibit "A".

### **Definitions**

"Injury" shall mean: (a) harm to or impairment or loss of property or its use; or (b) harm to or death of a person.

"Landlord" shall mean the Brenham Community Development Corporation (BCDC), and its directors, agents, employees, invitees, licensees, or visitors.

"Rent" shall mean the Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" shall mean Tenant and its officers, agents, contractors, employees, invitees, licensees, or visitors.

### **Clauses and Covenants**

#### **A. Tenant agrees to:**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to the Landlord's right to sell or use the Land (or portion thereof) for other purposes.
2. Accept the Premises in their present condition "As Is," the Premises being currently suitable for the Permitted Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.
4. Pay the Base Rent when it is due to Landlord at Landlord's Address.

5. Pay for all labor, fuel and utility services used by Tenant.
6. Pay all taxes on the crops raised on/harvested and Tenant's personal property located on the Premises.
7. Allow Landlord to retain the right of ingress and egress to said property and allow landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.
8. Repair any damage to the Premises, Land, or other improvements caused by Tenant.
9. Maintain the insurance coverage described in Exhibit "A".
10. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR CLAIMS PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
11. Vacate the Premises on the last day of the Term, or immediately upon the Landlord's notification to Tenant of the Landlord's sale of the Land (or portion thereof) or diversion of the Land to other use(s).
12. Pay all costs of harvesting the hay.
13. Cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like hay crops in the area.
14. Keep any and all gates on the Premises closed and locked.
15. Enter and exit the Premises only at those places designated by Landlord.
16. Mow all open acreage at least two (2) times per year.

**B. Tenant agrees not to:**

1. Use the Premises for any purpose other than the Permitted Use.
2. Create or allow a nuisance or permit any waste of the Premises.
3. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home, unless otherwise authorized in writing by the Landlord.
4. Transfer or assign this lease or sublease any portion of the Premises without Landlord's written consent. If such consent is requested the Lease Agreement is subject to cancellation by the Landlord.
5. Allow hunting of any kind, fishing, or the discharge of firearms on the Premises.

6. Litter or leave trash or debris on the Premises.
7. Allow a lien to be placed on the Premises.
8. Allow plowing, digging, or disking activities on the Premises.
9. Allow the use of any chemicals on the premises.
10. Allow trapping of feral hogs on the Premises, unless otherwise approved in writing by the Landlord.

**C. Landlord agrees to:**

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to the Landlord's right to sell or use the Land (or portion thereof) for other purposes.

**D. Landlord agrees not to:**

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default, except for the Landlord's right to sell or use the Land (or portion thereof) for other purposes as provided herein.

**E. Landlord and Tenant agree to the following:**

1. *Alterations.* The Tenant must obtain written approval from the Landlord for the construction of any permanent and/or temporary buildings, sheds, pens, corrals, or any other improvements on the property. Any alteration, additions, or removal of a gate and/or fence must be approved by the President of the BCDC. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Release of Claims/Subrogation.* **TENANT RELEASES LANDLORD FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
4. *Condemnation/Substantial or Partial Taking*
  - a. If the Premises cannot be used for Permitted Use 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.
  - c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.
6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and termination of this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within 30 days after written notice of the violation of any provision of this lease other than the defaults set for (a) and (b) above.
8. *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 relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages. Termination of this Lease Agreement for default shall be deemed sufficient evidence and cause to deem the Tenant ineligible to lease the Land pursuant to a future bid process, or in accordance with any other process approved by the Landlord.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a 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.
10. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
12. *Applicable Law; Venue.* This Lease Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any cause of action, claim, dispute, or legal proceeding arising out of this Agreement shall lie in Washington County, Texas.
13. *Entire Agreement.* This lease, together with the attached exhibits and riders is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
14. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
15. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

16. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular, mail, person delivery; courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when received. Any address for notice may be changed by written notice delivered as provided herein.
17. *Mineral Interests:* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor.

**BRENHAM COMMUNITY DEVELOPMENT CORPORATION**

BY: \_\_\_\_\_  
James Fisher  
President  
P.O. Box 1059  
Brenham, TX 77834-1059

***ATTEST:***

BY: \_\_\_\_\_  
Jeana Bellinger, TRMC, CMC  
BCDC Secretary

**TENANT**

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit “B”  
**INSURANCE REQUIREMENTS FOR BIDS**

**Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor’s insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor’s insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers’ Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) “Claims Made” policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as “Additional Insured” to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
4. Commercial General Liability
  - a) Minimum Combined Single Limit of \$100,000.00 per occurrence for bodily injury and property damage.
  - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
  - a) Minimum Combined Single limit of \$100,000.00 per occurrence for bodily injury and property damage.
6. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
  - a) The company is licensed and admitted to do business in the State of Texas.
  - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
  - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
  - d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
  - e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.
- f) A Waiver of Subrogation in favor of the City with respect to Workers’ Compensation Insurance must be included.
- g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- h) Upon request, certified copies of all insurance policies shall be furnished to the City.



Lease of Land for Hay Production

Bid Form

**Bid No:** 19-006  
**Bid Opening:** 10:00 A.M. (CST), Friday, November 15, 2019  
**Bid Title:** Lease of Land for Hay Production

Submit to: Office of the City Secretary  
City of Brenham  
200 W. Vulcan St., Suite 203  
Brenham, TX 77833

PO Box 1059  
Brenham, Texas 77834-1059

Bid Documents: Sealed bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **Bidder must return the entire original bid document with bid or offer.**

Bid **MUST** be signed by an authorized representative of bidder. Original signature required.

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Offer to Lease Land at \$\_\_\_\_\_ per acre to be paid annually according to ITB and the Terms and Conditions of the Lease Agreement. Land to be comprised of 189.81 acres as further specified in the ITB.

Total Annual Rent \$\_\_\_\_\_

*In case of disagreement between the per acre amount and the total rent, the per acre amount shall govern.*

Exceptions and/or Comments: (additional sheets may be added as needed):

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Name of Bidder: \_\_\_\_\_  
(please print)

**Authorized Signature:** \_\_\_\_\_

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

Phone No: \_\_\_\_\_

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