

**PRESIDIO COUNTY**  
**SEALED BID LEASE PROCEDURE**

**STANDARD INSTRUCTIONS**

1. A complete bid packet with the property address written outside of the envelope must be submitted. Bid packets received without the written property address will be automatically rejected.

2. Each item below must be included in the bid packet and delivered to the Presidio County Office of Management and Budget, Katie Sanchez, Presidio County Courthouse, 300 N. Highland Avenue, P.O. Box 1484, Marfa, Texas 79843 by the advertised sealed bid sale date for the bid to be considered valid. Faxed and e-mailed bids will NOT be accepted.

**A COMPLETE BID PACKET INCLUDES THE BELOW ITEMS:**

- Address of the property at the bottom of each page.
- Bidder's initials on each page
- The General Conditions must be signed by the Bidder or Bidder's Authorized Representative. Bids submitted on behalf of an organization, trust, or a business entity, must include the proper signatory authority documentation (i.e. Secretary of State Information, Articles of Incorporation or Trust Documents) indicating the bidder's ability to sign on behalf of the entity or organization for this sealed bid purchase agreement.
- Proof of a Bid Bond to secure execution of the Lease Agreement by the Bidder in the amount of Fifty Thousand Dollars (\$50,000.00), payable to the Hon. Cinderela Guevara, County Judge.
- Proof of a Performance Bond to secure performance of the terms of the lease agreement by the Bidder in the amount of Four Million Dollars (\$4,000,000.00), payable to the Hon. Cinderela Guevara, County Judge.
- Submission of an irrevocable Letter of Credit in the amount of Two Million Dollars (\$2,000,000), payable to the Hon. Cinderela Guevara, County Judge.
- A detailed description of the proposed use and development of the Property.
- A list of the names, background and experience of all entities and persons will be involved in the use and development of the Property including architects, engineers, and financial institutions.
- Copies of all contracts that the bidder has with any subcontractor, including but not limited to the design team, land planners, architects, engineers, consultants, real estate brokers, and real estate agents.
- Credentials and resumes of any person or entity for whom a contract was supplied in furtherance of the previous requirement.
- **NOTE THAT ALL BIDS ARE FOR AN ANNUAL RENTAL AMOUNT FOR A LEASE OF NO LESS THAN NINETY NINE (99) YEARS.**

**PRESIDIO COUNTY LEASE BID FORM  
GENERAL CONDITIONS**

1.

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's City, State, Zip Code: \_\_\_\_\_

Bidder's E-mail address: \_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_

2. Please print name(s) to appear on lease:

\_\_\_\_\_

I hereby make a bid to lease the following property on the following terms and conditions:

Property Address (herein "the Property"):

\_\_\_\_\_

Legal Description (or attach legal descriptions as exhibits):

\_\_\_\_\_

\_\_\_\_\_

3. **Bid Amount. I hereby bid:**

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**PER YEAR** for the lease of the above described property. This **annual** rental amount may be due in yearly, quarterly, or monthly installments, as required by any lease executed by Presidio County, and at Presidio County's sole discretion. **This lease will be for a term of no less than ninety-nine (99) years.**

**The County reserves the right to reject any and all Bids and Bid amounts for any reason.** I understand and acknowledge that by submitting this bid I am making an offer to lease the Property (defined above), and that if my offer is accepted by Presidio County, **I hereby agree to abide by all of the terms of this Agreement.** If the offer is accepted, this Agreement becomes binding when the Presidio County Commissioners Court approves the lease of the property to the successful bidder and the successful bidder tenders to the County Judge the executed lease agreement.

## **REJECTION OF BIDS**

The County reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a bidder submits two (2) or more bids on the same Property, the County will automatically reject the lower bid(s). The County reserves the right to reject any bid for any reason.

## **TIED BIDS**

If one or more bidders submit the same amount the bids will be rejected and the property will be placed on the next sealed bid sale.

## **AS-IS**

I understand that the Property is leased **“as-is, where is, with all faults.”** I understand that it is my responsibility to check for (i) outstanding or pending Code Enforcement actions including but not limited to repair or demolition orders and environmental contamination, (ii) roadway access to the Property, (iii) floodplain status, (iv) zoning, and (v) all other due diligence matters or Property conditions. I understand that Presidio County disclaims responsibility as to the accuracy or completeness of any information relating to the Property for lease and the data in the public advertisement is for information only. The transaction, to the maximum extent allowed by law, is made on an **“as-is, where is, with all faults”** basis and is subject to all visible and apparent easements and any other instruments of record. I understand that it is my responsibility to obtain releases of any existing leases or rights of persons in possession of the Property. Presidio County specifically disclaims any warranties of habitability or suitability for a particular purpose. **I understand that Presidio County is not responsible for any misrepresentations, failures of disclosure, errors, or any negligent or wrongful acts occurring in the context of or pertaining to this transaction.**

## **LEASE AGREEMENT**

The successful bidder will be notified via certified mail to execute a lease for the property within 14 business days from the date of the letter. Presidio County will have the right to offer the property to the next highest bidder if the successful bidder does not execute a lease in the time and manner as set forth above. The term of any lease will be for a minimum of 99 years and may include options to renew, as determined by the Presidio County Commissioners Court.

## **WAIVER AND RELEASE**

I am solely responsible for bringing the Property into compliance with all applicable laws including federal and state statutes and regulations as well as any county or city ordinances.

**BY SUBMITTING THIS PROPOSAL, I HEREBY WAIVE AND RELEASE ANY RIGHTS I MAY HAVE, EITHER NOW OR IN THE FUTURE, TO UNDERTAKE ANY LEGAL OR EQUITABLE ACTION AGAINST PRESIDIO COUNTY FOR FAILURE OF THE COUNTY TO FULLY ADVERTISE OR NOTICE THE LEASE OF THE PROPERTY OR TO PROPERLY CONDUCT THE LEASE OF THE PROPERTY AND HEREBY COVENANT NOT TO SUE AGENTS OF THE COUNTY. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO MAKE AN INSPECTION OF THE PROPERTY. UPON MY DEATH OR MENTAL INCAPACITY, THE BID SUBMITTED SHALL BECOME NULL, VOID, AND UNENFORCEABLE AND THE COUNTY SHALL HAVE NO FURTHER OBLIGATION TO MY ESTATE, MY GUARDIAN, OR ME. ON BEHALF OF MY HEIRS, MY ESTATE, OR ME, I HEREBY WAIVE ANY RIGHTS I MAY HAVE TO AN AWARD OR CONVEYANCE OF THE PROPERTY IN THE EVENT OF MY DEATH OR MENTAL INCAPACITY.**

## **NO TITLE POLICY**

I understand Presidio County will not provide a warranty of title for the Property. I understand that if I decide that I would like a title policy, it is my responsibility to obtain one.

**SIGNATURE AND CERTIFICATION**

I have read and understand the terms of this agreement. I hereby approve and accept all of the conditions contained in this agreement.

\_\_\_\_\_  
Bidder's Printed Name

\_\_\_\_\_  
Bidder's or Bidder's Authorized Representative's Signature

\_\_\_\_\_  
Bidder's Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

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**NO TAXES OWED AND NO CONFLICT OF INTEREST STATEMENT**

I certify the following:

I/bidder am not a Presidio County, Texas officer, employee, or appointed member of any Presidio County board or commission.

If a corporation or partnership, no officer or member of the corporation or partnership is a Presidio County officer, employee, or appointed member of any Presidio County board or commission.

I have no outstanding judgments and do not owe any delinquent taxes to Presidio County, Texas.

\_\_\_\_\_

Signature

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

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