

**CALLAHAN COUNTY, TEXAS -- REQUEST FOR SEALED BIDS REGARDING
LEASE OF OFFICE SPACE IN COUNTY-OWNED BUILDING**

General Information and Requirements for Proposed Lease

1. Request for Sealed Bids

Callahan County, Texas, acting by and through its governing body, the Callahan County Commissioners Court, hereby issues this **Callahan County, Texas -- Request for Sealed Bids Regarding Lease of Office Space in County-Owned Building** for the County's lease of certain office space in a county-owned building as hereafter described.

The County shall give public notice of this Request for sealed bids in the manner required by law and the sealed bid procedure approved by the Commissioners Court regarding this matter.

2. Definitions and Interpretation

Unless otherwise designated: (a) **"Authorized Title Insurance Company"** shall mean a properly organized and operating land title insurance company authorized by the State of Texas, by and through the Texas Insurance Commission or other state administrative agency, to do business in Callahan County, Texas by providing land title insurance and related title and real property services to the public; (b) **"Building"** shall mean the public office building owned by the County and located at 334 Market Street, Baird, Callahan County, Texas 79504; (c) **"County"** shall mean Callahan County, Texas, acting by and through its governing body, the Commissioners Court of Callahan County, Texas (**"Commissioners Court"**); (d) **"Parties"** shall mean the County and the Authorized Title Insurance Company submitting a Response; (e) **"Respondent"** shall mean an Authorized Title Insurance Company submitting a Response to this Request; (f) **"Response"** shall mean a sealed bid response submitted by an Authorized Title Insurance Company regarding this Request; (g) **"Request"** shall mean this instrument; (h) **"Sealed Bid"** shall mean a submitted Response to this Request and shall constitute a sealed proposal for the subject lease as authorized by Section 263.007 of the Texas Local Government Code and other authority; and (i) the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this Request.

3. County-Owned Building

The County owns a public office building located at 334 Market Street, Baird, Callahan County, Texas 79504. The County proposes to lease to an Authorized Title Insurance Company certain office space in the Building for the following authorized purposes: to provide land title insurance and other related title and real property services to the public in Callahan County, Texas. The County will accept for review timely submitted Responses from said companies for the proposed lease award.

4. Requirements for Proposed Lease

An Authorized Title Insurance Company desiring to obtain the lease award may submit a timely Response. The Response must provide all information necessary for the consideration and award of the lease by the County as herein described.

The Response should contain sufficient descriptions of the lease provisions proposed, with the Response **at minimum** describing the following required components of the proposed lease using the drafting language appearing below or other language deemed sufficient by Respondent to adequately describe those matters for the proposed lease instrument:

- (a) Identification of the Parties -- The lease should correctly identify the Parties (i.e., the County as Landlord or Lessor – and Respondent as Tenant or Lessee), and the contact information for each Party of the lease. For the County, its Party identification information is: Landlord/Lessor Callahan County, Texas, c/o County Judge, Callahan County Courthouse, 100 West 4th Street, Suite 200, Baird, Texas 79504 (Telephone 325-854-5805), (Facsimile 325-854-5806), scott.kniffen@callahancounty.org.
- (b) Definitions and Interpretation -- The lease should include all desired special definitions and an interpretation guide, including the following: (1) “Effective Date” shall mean the date the last signing party executes the lease; and (2) unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (c) Leased Premises -- The leased premises description must contain the following information: approximately 250 square feet, more or less, of office space in the public office building owned by the County and located at 334 Market Street, Baird, Callahan County, Texas 79504. A formal legal description of the Building and map of the interior office space will be later provided by the County to the bid award Respondent. The County can, at its discretion, provide adequate comparable space with 90 days prior written notice.
- (d) Permitted Use -- The leased premises (as well as the common areas, outside grounds, and the parking area of the Building) shall be authorized for use by the Tenant/Lessee only as a business office for its land title insurance company operations, as authorized by the State of Texas, by and through the Texas Insurance Commission or other state administrative agency, to do business in Callahan County, Texas by providing Texas land title insurance and other related title and real property services to the public. The Tenant/Lessee shall provide at its own expense all office furniture and equipment for use in the leased premises.

(e) Term of Lease -- It is anticipated that the leased premises will be ready for occupation and use by July 1, 2021. The initial term of the lease should be described as being for two (2) years, commencing on the Effective Date and ending on its 2-year anniversary date, unless renewed, extended or terminated in compliance with this lease.

(f) Rent -- The rent for the lease must be payable to the Landlord/Lessor as follows:

Commencing on the Effective Date, and continuing regularly and monthly thereafter during the term of lease, the Tenant/Lessee shall pay rent to County. The initial month's Rent under this lease shall be due and payable by Tenant/Lessee to the Landlord/Lessor on or before the 3rd day after the Effective Date; thereafter and during the term of the lease, Tenant/Lessee shall pay rent to Landlord/Lessor on or before the 1st day of each calendar month during the term of the lease.

(g) Limited Automatic Renewal -- An automatic lease renewal provision must be described to authorize a renewal of the lease on an annual basis (exercised pursuant to the sole discretion and consent of Tenant/Lessee, with required written renewal notice to be timely delivered by Tenant/Lessee to Landlord/Lessor for each renewal year) for a maximum period of three calendar (3) years following expiration of the initial 2-year lease term.

(h) Utilities and Rental Insurance -- The payment of utilities and rental insurance for the lease should be described to include the following:

Tenant/Lessee shall timely pay for: (1) utility or other service charges for its telephone and internet service at the leased premises; and (2) rental insurance (also called tenant property insurance) for all personal property of Tenant/Lessee located on said premises.

Landlord/Lessor shall timely pay for the water, sewer, and electricity utility service provided to the leased premises.

(i) Security Deposit -- A provision should be included in the lease describing that no security deposit shall be required.

(j) Tenant Obligations -- Provisions should be included regarding the obligations of the Tenant/Lessee under the lease, as follows:

- (1) Tenant/Lessee shall lease the leased premises for the entire initial term (and any authorized lease renewal or extension) beginning on the commencement date and ending on the termination date thereof.
- (2) Tenant/Lessee shall: obey all lease provisions applicable to Tenant/Lessee; obey all laws relating to the use, maintenance of condition, and occupancy of the leased premises by Tenant/Lessee; and obey any requirements imposed by utility companies serving or insurance policies covering said premises.
- (3) Tenant/Lessee shall timely pay rent to Landlord/Lessor at the notice address described in the lease.
- (4) Tenant/Lessee shall at its sole expense: furnish the leased premises for the permitted uses; and obtain and pay for all utility services and rental insurance described as a Tenant/Lessee obligations in the lease.
- (5) Tenant/Lessee shall allow Landlord/Lessor to: enter the leased premises to inspect said premises during the regular business hours; and inspect the non-privileged administrative, financial, or other records of Tenant/Lessee to verify and confirm lease compliance and that the public purposes associated with the lease are being accomplished.
- (6) Tenant/Lessee shall vacate the leased premises on the last day of the lease term, provided that Tenant/Lessee will have a reasonable period of time after the termination date (but in no event more than 30 days, unless the Parties agree to a longer period in writing) in which to remove its property from said premises. Landlord/Lessor may retain, destroy, or dispose of any abandoned Tenant/Lessee property left on the leased premises after the last day for removal.
- (7) To the extent permitted by law, Tenant/Lessee shall indemnify, defend, and hold harmless Landlord/Lessor for all claims, actions, judgments, damages, and expenses (including attorney's fees, court costs, interest, and other expenses) proximately

caused by, related to, or arising from Tenant's/Lessee's (a) use, occupancy, or possession of the leased premises or Building, or (b) any conduct, act, or omission committed by Tenant/Lessee (including its employees or agents) on or regarding the leased premises or Building.

- (8) To the extent permitted by law, Tenant/Lessee shall release Landlord/Lessor from and regarding (a) all claims or liabilities for damage to the leased premises or Building caused by the business operations and activities of Tenant/Lessee, and (b) all damage to or for the loss of personal property thereon to the extent said damage is covered by the Tenant's/Lessee's rental insurance, or would have been covered by said insurance if Tenant/Lessee fails to maintain said insurance as required by the lease.
 - (9) Tenant/Lessee shall: (a) obtain and maintain for the period of the lease liability insurance coverage, in an amount to be agreed by the Parties, regarding death, personal injury, and property damage resulting from the business operations, activities, conduct, acts, or omissions of Tenant/Lessee at the leased premises and Building; and (b) at lease execution provide to Landlord/Lessor an insurance coverage certificate naming Landlord/Lessor as an additional insured for said coverage.
 - (10) Tenant/Lessee shall perform all other of its obligations stated in the lease.
- (k) Tenant Prohibitions -- Provisions should be included regarding the prohibitions of the Tenant/Lessee under the lease, as follows:
- (1) Tenant/Lessee shall not use the leased premises (as well as the common areas, outside grounds, and the parking area of the Building): for any purpose other than the permitted uses described in the lease; or in any way that would void insurance on said premises or Building.
 - (2) Tenant/Lessee shall not create a nuisance.

- (3) Tenant/Lessee shall not permit any waste regarding or on the leased premises, and at the termination of the lease, shall return said premises to Landlord/Lessor in good condition (with reasonable wear and tear, damage from fire or other casualty, or damage from an act of God excepted).
 - (4) Tenant/Lessee shall not change the Building's lock system without the written consent of Landlord/Lessor.
 - (5) Tenant/Lessee shall not alter, repair, or remodel the leased premises without the written consent of Landlord/Lessor.
 - (6) Tenant/Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublease, or otherwise transfer or encumber any part of its interest in the lease or the leased premises without the written consent of Landlord/Lessor.
 - (7) Tenant/Lessee shall not permit a lien of any kind, character, or description to be placed or imposed on the leased premises.
 - (8) Tenant/Lessee shall not violate any other of its obligations stated in the lease.
- (1) Landlord/Lessor Obligations -- Provisions should be included regarding the obligations of the Landlord/Lessor under the lease, as follows:
- (1) Landlord/Lessor shall lease to the Tenant/Lessee the leased premises for the initial term of the lease and any authorized renewal or extension of the lease.
 - (2) Landlord/Lessor shall allow Tenant/Lessee to use the leased premises (as well as the common areas, outside grounds, and the parking area of the Building) for the permitted uses of the lease.
 - (3) Landlord/Lessor shall obtain and maintain sufficient insurance or risk pool coverage for Landlord/Lessor regarding: (a) liability coverage regarding the operation of the Building; and (b) property/casualty coverage regarding the Building.

- (4) Landlord/Lessor shall not interfere with the possession and use by Tenant/Lessee of the leased premises (as well as the common areas, outside grounds, and the parking area of the Building) so long as Tenant/Lessee is not in default of the lease.
 - (5) Landlord/Lessor shall perform all other of its obligations stated in the lease.
- (m) Default, Termination, and Remedies -- Provisions should be included regarding default, termination, and remedies, as follows:

- (1) Default by Landlord/Lessor -- A default of the lease by Landlord/Lessor is failing to comply with any provision of the lease applicable to said party within 60 days after receiving a written default notice.

Should a Landlord/Lessor default occur as described above, and remain uncured after the cure period has expired, Tenant/Lessee may pursue all remedies against Landlord/Lessor allowed by law, equity, and the lease, including lease termination.

- (2) Default by Tenant/Lessee Default -- A default by Tenant/Lessee is: (a) failing to pay timely and full rent; (b) abandoning or vacating the leased premises; or (c) failing to comply with a provision of this lease applicable to said party within 60 days after receiving a written default notice regarding a lease provision other than a default described in the immediately preceding subparts (a) or (b).

Should a subpart (a) or (b) Tenant/Lessee default occur as described above, Landlord/Lessor immediately may pursue all remedies against Tenant/Lessee allowed by law, equity, and the lease, including without limitation lease termination, and entering and taking possession of the premises by self-help, by picking and/or changing locks if necessary, and locking-out Tenant/Lessee or any other person who may be occupying said premises.

Should a subpart (c) Tenant/Lessee default occur as described above, and remain uncured after the cure period has expired, Landlord/Lessor may pursue all

remedies against Tenant/Lessee allowed by law, equity, and the lease, including without limitation lease termination, and entering and taking possession of the premises by self-help, by picking and/or changing locks if necessary, and locking-out Tenant/Lessee or any other person who may be occupying said premises.

- (n) Dispute Resolution -- Provisions should be included that the Parties: (1) have a duty to mitigate damages; and (2) agree to mediate any dispute arising out of or in connection with the lease prior to filing suit on or regarding the lease.
- (o) Attorney's Fees, Costs, Interest, and Expenses -- In the event litigation is filed regarding the lease, including a claim alleging a default, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, costs, accrued or assessed interest, and other expenses incurred in the litigation.
- (p) Commitment of Current Revenue -- Provisions should be included regarding the commitment by Landlord/Lessor of current revenues for the lease, as follows:

Regarding the obligations of Landlord/Lessor under the lease to make monetary payments, those obligations are subject to the appropriation and budget action by the Commissioners Court of Callahan County, Texas (the governing body of Landlord/Lessor) to appropriate current revenues sufficient to pay those obligations. Therefore, and pursuant to Section 271.903 of the Texas Local Government Code and other authority, the Parties agree the lease is a commitment of Landlord's/Lessor's current revenues only and: (1) Landlord/Lessor retains the right to terminate the lease at the expiration of each budget period; and (2) the lease is conditioned on a best efforts attempt by Landlord/Lessor to obtain and appropriate funds for the payment of its monetary obligations under the lease. A termination of the lease under this provision is required by law and shall not constitute a default.

- (q) Limitation of Warranties -- Provisions should be included regarding limitation of warranties to describe the following: (1) there are no express or implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising from the lease; (2) there are no warranties that extend beyond those expressly stated in the lease, if any.

- (r) “As Is, Where Is, with All Faults” Lease – A provision should be included as follows:

“AS IS, WHERE IS, WITH ALL FAULTS” LEASE -- TENANT/LESSEE IS LEASING THE LEASED PREMISES IN AN ARM’S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS, WITH ALL FAULTS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. TENANT/LESSEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN TENANT’S INSPECTION OF THE LEASED PREMISES AND THE REPRESENTATIONS EXPRESSLY CONTAINED IN THIS LEASE. TENANT/LESSEE RELEASES LANDLORD/LESSOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY ARISING UNDER THE (A) COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (“CERCLA”), THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (B) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON LANDLORD/LESSOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

TENANT/LESSEE FULLY INSPECTED THE LEASED PREMISES PRIOR TO THE EFFECTIVE DATE AND ENTERING INTO THIS LEASE, AND FURTHER, DECLARES THAT SAID PREMISES ARE FIT AND IN ALL THINGS ACCEPTABLE FOR THE PERMITTED USE DESCRIBED IN THIS LEASE. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM LANDLORD’S/LESSOR’S OWN NEGLIGENCE OR THE NEGLIGENCE OF ITS REPRESENTATIVE.

- (s) Place for Performance, Governing Law, and Venue -- Provisions should be included that: (1) the lease is expressly performable in Callahan County, Texas and shall be interpreted in accordance with the law of the State of Texas; and (2) mandatory venue for any lawsuit regarding the lease shall be in a court of competent jurisdiction in Callahan County, Texas, or the appropriate United States District Court designated for said county.
- (t) Governmental Immunity -- A provision should be included to establish that the lease is subject to a proper application of all protections afforded Landlord/Lessor by the doctrine of governmental immunity;
- (u) No Holdover – A “no holdover” provision should be included, as follows:

If Tenant/Lessee does not vacate the leased premises following termination of the lease, said party will become a tenant at will and must vacate said premises on receipt of notice from Landlord/Lessor. No holding over by Tenant/Lessee, whether with or without the consent of Landlord/Lessor, will extend the initial term of this lease or any authorized renewal or extension thereof.

- (v) Tenant/Lessee Inspection – An inspection provision should be included to establish that: (1) Tenant/Lessee has fully inspected and examined the leased premises and is thoroughly familiar with the same; (2) said premises are in all things fit and acceptable for the permitted uses described in this lease and the full and unlimited operation of its business office operations thereon; and (3) no representations of any type, kind, or character have been made by Landlord/Lessor or anyone acting on its behalf regarding the condition of the leased premises to induce Tenant/Lessee to execute this lease.
- (w) Accounting and Administrative Controls -- Provisions should be included to require Tenant/Lessee to allow Landlord/Lessor to inspect the leased premises and the non-privileged administrative, financial, or other records of Tenant/Lessee (at least annually) during the lease to verify and confirm that: (1) the designated public purposes associated with the lease are being accomplished at said premises; (2) the public investment and property interests of Landlord/Lessor are being protected; and (3) Tenant/Lessee is in compliance with the lease.
- (x) Supporting Authority -- Provisions should be included describing the supporting authority for the parties to engage in lease, including Article V, Section 18 of the Texas Constitution, Section 263.007 of the Texas Local Government Code, and other authority deemed appropriate by the Parties.
- (y) Designated Public Purposes -- Provisions should be included describing the important and worthwhile public purposes designated by the Parties to be accomplished or substantially achieved by Landlord/Lessor through engaging in the lease, including but not limited to the following: (1) monetary revenue will be accrued by the Landlord/Lessor through rental payments made by Tenant/Lessee under the lease; (2) important services will be performed by Tenant/Lessee to the public regarding Texas land title insurance and related title and real property services in Callahan County, Texas, and those services will serve the convenience of the public; (3) sufficient accounting and other administrative controls will be imposed by Landlord/Lessor as part of the lease to ensure that the aforesaid public purposes will be accomplished or substantially achieved; (4) the lease shall not interfere with the use of the Building as a whole for the purpose for

which it is intended, said purpose being that of a County public office building; and (5) the Landlord/Lessor shall receive a return benefit from the lease.

- (z) Other Provisions – Other provisions may be submitted in the Response regarding administrative matters, or any other issue deemed relevant by a Respondent.

5. Copies of Request

Copies of this Request may be obtained from the Hon. G. Scott Kniffen, County Judge, Callahan County, Texas, Callahan County Courthouse, 100 West 4th Street, Suite 200, Baird, Texas 79504, (325) 854-5805 (Telephone). This Request may be downloaded from the County's internet website at www.co.callahan.tx.us.

6. Selection Process

An interested Respondent must timely submit a Response pursuant to and in compliance with the requirements herein described. The submitted Response must provide all information necessary for the consideration and award of the lease by the County. The Commissioners Court may reject any and all bids submitted regarding the proposed lease of office space in the Building.

7. Authorized Title Insurance and Related Services

A Respondent must be a properly organized and operating Texas land title insurance company authorized by the State of Texas, by and through the Texas Insurance Commission or other state administrative agency, to do business in Callahan County, Texas by providing Texas land title insurance and related title and real property services to the public. A Respondent must include in the Response all documents deemed necessary or desired by Respondent to sufficiently confirm compliance with this requirement.

8. Inquiries

The County will try to answer written questions concerning this Request, but shall not be obligated to do so. If it is believed Request contains an error or is unclear, a potential Respondent may make a written inquiry by email, facsimile, mail, courier, or hand-delivery as herein provided. Answers may be delivered by the County by email; therefore, written inquiries will contain the name and email address of the person to whom the County reply should be made. The foregoing shall not limit the County's right to issue addenda to the Request prior to opening of Responses, or to delay the date and time of said opening, in order to ensure that all potential Respondents are aware of and have had sufficient time to consider the addenda.

Questions regarding this Request must be submitted to the County **on or before March 31, 2021 at 5:00 p.m.** County local time. Questions about this Request shall be delivered in writing to the Hon. G. Scott Kniffen, County Judge, Callahan County, Texas, Callahan County Courthouse, 100

West 4th Street, Suite 200, Baird, Texas 79504, (325) 854-5805 (Telephone), (325) 854-5806 (Facsimile), scott.kniffen@callahancounty.org.

9. Public Information

The County is subject to compliance with Chapter 552 of the Texas Government Code, the Texas Public Information Act. Any information submitted by a Respondent to the County is presumed to be public information and available to the public. Any information submitted to the County that a Respondent considers confidential must be marked "CONFIDENTIAL." If a request is made to review or obtain copies of the information marked Confidential under the Texas Public Information Act, the County will endeavor to advise the Respondent of the request. If requested by the Respondent, the County will ask for an Open Records Decision or ruling from the Office of the Texas Attorney General, as authorized by law; however, the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and submitting briefing to the Office of the Texas Attorney General to support Respondent's non-disclosure position.

10. Waiver of Formalities

The County, to the extent permitted by law, reserves the right to: (a) reschedule, extend, or cancel this Request at any time; (b) reject any or all Responses; (c) waive any formality or irregularity in connection with the requirements of a Response; and (d) consider a Response not made in compliance with this Request, although the County will have no obligation to consider a noncompliant Response. The Commissioners Court may reject any and all bids submitted regarding the proposed lease of office space in the Building.

11. Exceptions

Respondents shall read and understand all terms and conditions in this Request. Exceptions to this Request, if any, must be submitted to the County at the time that a Response is submitted and not during the lease award process. By submitting a Response to this Request, a Respondent acknowledges it has read and understands the Request.

12. No Reimbursement for Costs

The County will not reimburse a Respondent for any costs incurred in or as a result of the: (a) Request procedure; or (b) submission or review of a Response to the Request.

13. Submission and Opening of Responses

Each Response to this Request shall be: (a) sealed (i.e., constituting a sealed bid Response); (b) marked on the outside of the submission envelope with "**Response of (*Insert Name of Respondent*) to Callahan County, Texas -- Request for Sealed Bids Regarding Lease of Office Space in County-Owned Building (334 Market Street, Baird, Texas 79504)**"; and (c) addressed and timely delivered by mail, courier, or hand-delivery to the Hon. G. Scott Kniffen, County Judge,

Callahan County, Texas, Callahan County Courthouse, 100 West 4th Street, Suite 200, Baird, Texas 79504, **on or before April 7, 2021 at 5:00 p.m.** County local time. Responses delivered after that deadline are subject to rejection by the County.

Responses properly delivered to the County shall be opened and read aloud by the Commissioners Court at its **public meeting on April 8, 2021 at 9:30 a.m. County local time, at the Callahan County Courthouse, District Courtroom, 100 West 4th Street, Suite 301, Baird, Texas 79504.** Thereafter, and at the same or a subsequent public meeting as allowed by law, the Commissioners Court may conduct the evaluation of the Responses and award the proposed lease. The County may reject any or all submitted Responses and may rely on all protections afforded the County within the competitive procurement procedure allowed by law.

14. Criteria for Evaluation

The criteria for evaluation of the Responses are described in this Request. The County, acting by and through its Commissioners Court and using its lawful authority, discretion and best business judgment, shall award the proposed lease to the responsible Respondent bidder that submits the highest and best sealed bid proposal for the subject lease.

15. Respondent Lease Instrument

After the proposed lease is awarded to the bid award Respondent, the lease instrument will be drafted, approved, and executed by the Parties in the manner required by law, using the components and issues herein described for the subject lease.

Submittal Requirements

16. Incorporation by Reference

All statements and instructions (including submittal or procedural requirements) in this Request are incorporated by reference.

17. General Respondent Information

The Response must show Respondent's business name, principal business address, email address, and telephone numbers (voice and facsimile). The Response must include the name of any individual or agent representing the Respondent with regard to this Request, and that person's title, telephone number, and email address. All instructions and submittal or procedural requirements in this Request must be followed by Respondent when a Response is submitted to the County.

18. Statement of Interest

The Response must contain a statement of interest for this Request, including a narrative describing the Respondent's unique qualifications pertaining to the proposed lease.

19. Description of Work Experience

The Response must contain a description of Respondent's work history and years of experience regarding the following matters related to the proposed lease: (a) providing authorized Texas land title insurance and other related land title and real property services to the public in Callahan County, Texas; (b) familiarity with the governmental units and taxing entities in Callahan County, Texas, and the staffs of said offices who provide land title information or documents and other real property services to the public; and (c) familiarity with the land title registration and recording system currently in use and maintained by the County Clerk of Callahan County, Texas and other governmental entities of said county.

20. Financial Information

The Response must contain: (a) copies of Respondent's non-confidential financial statements for the preceding three (3) years; (b) copies of its financial rating and any supporting rating documentation if available; and/or (c) any other information sufficient to demonstrate Respondent's financial ability and stability to comply with the provisions of the proposed lease.

21. Litigation/Investigation Inquiry

The Response must include answers to the following issues:

- (a) Has Respondent, any principal or professional thereof, or any other person associated with Respondent for the purpose of providing authorized services, been involved in a dispute involving (i) mediation, arbitration and/or litigation, or (ii) an investigation by a professional board, or state or federal agency (including the Texas Insurance Commission) relating to Respondent's business operations, owners, employees, or staff.
- (b) If the answer to all or part of the above question is "Yes," Respondent shall provide a detailed explanation of those events, the basis for the dispute or complaint, and the resolution of those matters.

22. Response Form

All Responses should be typed on 8.5 x 11-inch paper, but may include attached oversized drawings, photographs, or other documents at the discretion of a Respondent. Respondent must submit to the County: (a) the original Response, signed and executed by an authorized principal of the Respondent; and (b) seven (7) copies of the Response.

23. Conflict Disclosure

A Response shall contain sufficient statements and documents to show that, prior to or with the Response submission, Respondent timely filed with the appropriate government office regarding this Request all conflict disclosure statements, certificates of interested parties, or other documents

required by: (a) Chapter 176 of the Texas Local Government Code; (b) Chapter 2271 of the Texas Government Code; and (c) section 2252.908 of the Texas Government Code and Title 1, sections 46.1, 46.3, and 46.5, of the Texas Administrative Code, relating to Form 1295/Texas Ethics Commission/Certificate of Interested Parties disclosure.

24. Building Inspection

Should a proposed Respondent desire to inspect the Building prior to the submission of a Response, please contact the following County representative **on or before April 1, 2021 at 3:00 p.m.** in order to schedule the inspection of the Building in the company of an authorized County representative: Hon. G. Scott Kniffen, County Judge, Callahan County, Texas, Callahan County Courthouse, 100 West 4th Street, Suite 200, Baird, Texas 79504, (325) 854-5805 (Telephone), (325) 854-5806 (Facsimile), scott.kniffen@callahancounty.org.

[END OF REQUEST]