



## Request For Proposal (RFP)

**RFP 2020-013**

*"Agricultural Grazing & Hunting Lease – Cuchillas & Lomas II Pastures"*

**Due: September 17, 2020 at 9:00 am or before**

**NOTICE** is hereby given that the County of Webb intends to solicit Request for Proposals for a Agricultural Grazing and Hunting lease for the Cuchillas and Lomas II Pasture; designated as Texas School Lands by the State of Texas, containing approximately 2,292.00 acres in accordance with the Texas Local Government Code; Section 263.003 (School Lands) and Section 263.007 (Sale or Lease of Real Property Through Sealed Bid Procedure or sealed-proposal procedure).

The accompanying RFP with its terms, conditions, attachments and all other forms in this RFP package are due by or before 9 a.m. (Central Time) on, September 17, 2020. ***RFP received after the due date and time will not be accepted.*** All RFP meeting the required deadline will be read publicly at the following location in accordance with Webb County Purchasing Policies and Procedures:

Webb County Purchasing Department  
1110 Washington St., Ste. 101  
Laredo, Texas 78040

This RFP solicitation can be viewed at the following online address. Interested firms may submit their proposals by registering on Webb County's e-Bid site and uploading their file to our "Response Attachments" tab. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

<https://webbcountybid.ionwave.net/Login.aspx>



*Webb County reserves the right to reject any and all RFP, to waive informalities in the RFP process, or to terminate the RFP process at any time, if deemed in the best interest for Webb County.*

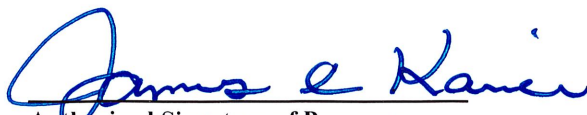
THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

RFP 2020-013

*“Agricultural Grazing & Hunting Lease – Cuchillas & Lomas II Pastures”*

- Proposer Information
- Conflict of Interest form (Form CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Code of Ethics Affidavit
- Proof of No Delinquent Tax Owed to Webb County

N/A Bonding Information, if applicable

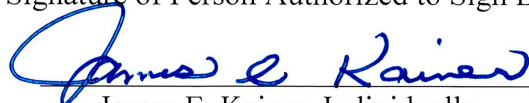
  
Authorized Signature of Proposer

9/15/2020  
Date

BIDDER INFORMATION:

**Name of Bidder:** James E. Kainer  
**Address:** 549 FM 960 RD, El Campo, Texas 77437  
**E-mail:** [bobbyjeankainer@gmail.com](mailto:bobbyjeankainer@gmail.com)  
**Phone:** 979-541-9344 (cell)

Signature of Person Authorized to Sign Bid:

  
James E. Kainer, Individually

Bidder to indicate status, as to "Partnership, "Corporation", Sole Proprietorship", etc:

Individual

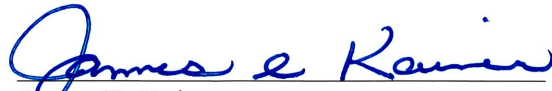
Date: September 15, 2020

**James E. Kainer**  
**549 FM 960 RD**  
**El Campo, Texas 77437**  
**979-541-9344 (cell)**

BID PRICE FORM

ACREAGE:

Cuchillas and Lomas Pastures 2,292.00  
TOTAL ACREAGE: 2,292.00 Price per acre \$14.52 Total: \$33,279.84

  
James E. Kainer

9 / 13 / 2020  
Date

DESCRIBE:

Wildlife management practices and conservation practices to be implemented:

I have leased the property from Webb County since May 12, 2014. Prior to that date I subleased the property from Mr. Seymon Deutsch for seven (7) years. During the time I have occupied the property, I have made the following improvements:

1. Cleaned and graded the senderos on an annual basis,
2. Cleaned up the junk and trash that had accumulated around the campsite,
3. Added more gravel around the campsite,
4. Built a covered area in front and back of the camphouse,
5. Installed a permanent air conditioning/heating unit in the camphouse,
6. Improved the electrical wiring in the camphouse,
7. Regularly cleaned and maintained the camphouse year round,
8. Brought in seven (7) protein feeders and fed protein from February to September of each year,
9. Brought in fifteen (15) corn feeders and fed corn from September to March of each year,
10. Brought in fourteen (14) cottonseed feeders and fed cottonseed year round each year,
11. Installed pipes in six (6) low water crossings to improve access to parts of the property,
12. Repaired three (3) stock water tanks,
13. Worked with the Texas Parks and Wildlife Department to implement, maintain and, improve



- the quality of the habitats for the wildlife on the property.
14. Worked with the Texas Parks and Wildlife Department, Kory Gann, annually to improve game management on the property and followed all harvest and management recommendations.
  15. Submitted required information to the Texas Parks and Wildlife Department annually on a timely basis.
  16. Worked with the oil companies and the contractors that build the well sites on the property to move any of the stands and feeders that they requested.
  17. Developed an amicable relationship with the oil company representatives to give them easier access to their well sites.

My future plans are to continue the same stewardship of the land as I have in the past and to graze the pastures with a reasonable number of cattle as grazing conditions allow. Cattle have not grazed the property in over a year due to Webb Counties lack of rainfall. I will continue to monitor the grazing and drought conditions and not over-graze the property per acreage requirements.

I plan to continue to register with the property under USDA Farm Service Agency for drought protection and the ability for agriculture use. Lastly, I will continue to maintain and/or improve the stock water tanks.

## REFERENCES

Name of Firm	Address	Phone	Name of Contact
	P. O. Box 1120 Laredo, TX 78042	956-237-9995	Mark Deutsch
	2501 Reynolds Laredo, TX 78045	956-744-9900	Cha Cha Benavides
Laredo Country Store	3911 Loop 20, Ste 1 Laredo, TX 78043	956-206-7357	Joey Gomez
Capital Farm Credit	P. O. Drawer D El Campo, Texas 77437	979-543-3327	Todd Ener
Prosperity Bank	1301 N. Mechanic El Campo, Texas 77437	979-543-2200	Linc Lutrick
Texas Parks and Wildlife	64 Chaparral WMA Rd. Cotulla, Texas 78014	830-202-0780	Kory Gann
United Ag Co-op	911 S Wharton St. El Campo, Texas 77437	979-543-6284	Jimmy Roppolo



# PROSPERITY BANK®

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September 15, 2020

To Whom it May Concern,

Please accept this letter as a guarantee of funds for James Kainer in the amount of \$33,000. Mr. Kainer has been a valued customer of Prosperity Bank for many years. Should you have further questions please feel free to contact me at the number below.

Thank you,

Linc Lutrick

Regional President – Houston

Prosperity Bank

979-541-9901

[linc.lutrick@prosperitybankusa.com](mailto:linc.lutrick@prosperitybankusa.com)



**State Farm Lloyds**  
 P.O. Box 82542  
 Lincoln, NE 68501-2542

Y-25- 8258-FB63 A F

**KAINER, JAMES & BOBBY JEAN**  
 549 FM 960 RD  
 EL CAMPO TX 77437-5390

Location: 3219 HIGHWAY 59  
 EL CAMPO TX 77437

See schedule page(s) for location of premises

**Forms, Options, and Endorsements**

Property/Liability Form	FP-8102
Additional Insured	OPT AI
Amendatory Endorsement	FE-8661.1
Farm/Ranch Policy Endorsement	FE-1315
Policy Endorsement	FE-8733
Mandatory Reporting Endorsement	FE-5803
Additional Insured Endorsement	FE-8568
Amendment of Conditions (Tx)	FE-5629.2
Loss Payable Endorsement	FE-6309
Actual Cash Value Endorsement	FE-3650
Amendatory Appraisal Endorse	FE-5669

**RENEWAL CERTIFICATE**

<b>POLICY NUMBER</b>	90-CJ-A471-3
Farm/ Ranch Policy JUN 26 2020 to JUN 26 2021	
<b>DATE DUE</b>	<b>SEE BALANCE DUE NOTICE</b>
JUN 26 2020	\$5,081.64

**Coverages and Limits**

**Section I**

D Scheduled Farm Personal Prop	**
F Farm Buildings & Structures	**

**Deductibles - Section I**

All Losses	1,000
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**Section II**

L Farm Liability		
(each occurrence)	1,000,000	
(annual aggregate)	2,000,000	
M Medical Payments (each person)	5,000	

**Annual Premium**

FAIR Plan Assmt	\$5,072.00
<b>Amount Due</b>	9.64
	<b>\$5,081.64</b>

Cov. F - Inflation Index: 181.3

\*\*See schedule page(s) for the limits of insurance and the loss settlement provisions

The Inflation Coverage provision may change your deductible. Refer to page 10 of your policy.

138-3076 f.8 10-11-2010 (01/30/89)

*Thanks for letting us serve you. We appreciate our long term customers.*

**Agent MARY WILLIAMSON-JOHNSON** CLU, CHFC

**Telephone (979) 543-1664**

Moving? See your State Farm agent.  
 See reverse for important information.

Prepared

APR 08 2020

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IPPD 25 01 90-CJ-A471-3

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Add Ins-II: BUNGE, JAY

Add Ins: JAMES E KAINER FARMS JV

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.



State Farm Lloyds

P.O. Box 82542  
Lincoln, NE 68501-2542

RENEWAL CERTIFICATE

SCHEDULE PAGE 1

POLICY NUMBER	90-CJ-A471-3
Farm/ Ranch Policy	JUN 26 2020 to JUN 26 2021

Y-25- 8258-FB63 A F

KAINER, JAMES & BOBBY JEAN  
549 FM 960 RD  
EL CAMPO TX 77437-5390

LOCATION OF COVERED PREMISES

Loc No	No of Acres	Portion of Section	Section	Twnshp	Range	County and State
01	146	KAINER HOME				WHARTON, TX
03	160	BUNGE				WHARTON, TX
04	121	DUSON				WHARTON, TX
09	20	ELMER PASTUR				WHARTON, TX
10	680	HAHN				WHARTON, TX
11	308	BISHKIN/MEYE				WHARTON, TX
12	2400	WEBB COUNTY				WEBB, TX
13	180	HLAVINKA				WHARTON, TX
14	188	DANIELS				WHARTON, TX
15	70	BYERS				WHARTON, TX

\* Losses Insured (See Policy for detailed explanation of losses insured)  
ADPL: Accidental Direct Physical Loss  
Spec Perils: Specified Perils

\*\* Loss Settlement (See Policy for detailed explanation of loss settlement)  
F1: Replacement Cost - Common Construction - Coverage F  
F2: Actual Cash Value Loss Settlement - Coverages D, E, and F

COVERAGE D: SECTION I SCHEDULED FARM PERSONAL PROPERTY

Item No	Limits of Insurance	Description	*Losses Insured	**Loss Settlement
01	\$ 44,999	14 JD 569 ROUND BALER #1E00569XEED410221	ADPL	F2
02	\$ 42,500	96 JD M7400 TRACTOR/LOADER #7595	ADPL	F2
03	\$ 154,651	11 JD M7200R TRACTOR #1RW7200RVBA003110	ADPL	F2
04	\$ 5,305	12 JD GREENSTAR DISPLAY #PCGU2UA387435	ADPL	F2
05	\$ 5,445	12 JD STARFIRE RECEIVER #PCGT3TA390700	ADPL	F2
06	\$ 5,250	12 JD AUTOTRAC SF2 ACTIVATION GS3	ADPL	F2
07	\$ 15,267	13 POLARIS RANGER #4XAWH76A6DE649958	ADPL	F2
08	\$ 18,000	13 KUHN DISC MOWER GMD3550 C0072	ADPL	F2

COVERAGE F: SECTION I FARM BUILDINGS AND STRUCTURES COV F - INFLATION INDEX 181.3

Buildings & Structures	Limits of Insurance	Description	*Losses Insured	**Loss Settlement
Location No. 01				
01	\$ 115,500	ADD DWELL AT 3219 HWY 59	ADPL	F2

\* Continued \*

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90-CJ-A471-3



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PAGE 2

Buildings & Structures	Limits of Insurance	Description	COV F - INFLATION INDEX 181.3
Location No. 01			*Losses Insured    **Loss Settlement
02	\$ 99,400	70X100 MACHINE SHED 1991	Spec Perils F2



**State Farm Lloyds**  
 P.O. Box 82542  
 Lincoln, NE 68501-2542

**RENEWAL CERTIFICATE** PREMIUM RECAP 1

<b>POLICY NUMBER</b>	90-CJ-A471-3		
FARM/RANCH - 2			
JUN 26 2020 to JUN 26 2021			
<b>Rates Effective:</b>	JUL 8 2018	<b>Rates Set:</b> 200.00	<b>Zone:</b> 73
<b>System Calculated Premium:</b> \$		5,072.00	<b>Terr Subzn:</b> 20

Y-25- 8258-FB63 A F

**KAINER, JAMES & BOBBY JEAN**  
 549 FM 960 RD  
 EL CAMPO TX 77437-5390

	Limits of Insurance	DEDUCTIBLES	
Dwelling		All Losses	1,000
Personal Liability	\$1,000,000		
Aggregate	\$2,000,000		
Medical Payments	\$ 5,000	TOTAL ACRES	4,273

**BASIC CHARGES AND DISCOUNTS**

Description	Annual Premium
FAIR Plan Assmt	\$ 9
COVERAGE M - MEDICAL PAYMENTS	\$ 9
FARMER COMP - LIABILITY	\$ 475

**SCHEDULED FARM PERSONAL PROPERTY - COVERAGE D**

Item No.	Limits of Insurance	Description	Losses Insured	Loss Settlement	Annual Premium
01	\$ 44,999	14 JD 569 ROUND BALER #1E00569XEED410221	ADPL	F2	\$ 256
02	\$ 42,500	96 JD M7400 TRACTOR/LOADER #7595	ADPL	F2	\$ 241
03	\$ 154,651	11 JD M7200R TRACTOR #1RW7200RVBA003110	ADPL	F2	\$ 877
04	\$ 5,305	12 JD GREENSTAR DISPLAY #PCGU2UA387435	ADPL	F2	\$ 30
05	\$ 5,445	12 JD STARFIRE RECEIVER #PCGT3TA390700	ADPL	F2	\$ 31
06	\$ 5,250	12 JD AUTOTRAC SF2 ACTIVATION GS3	ADPL	F2	\$ 29
07	\$ 15,267	13 POLARIS RANGER #4XAWH76A6DE649958	ADPL	F2	\$ 86
08	\$ 18,000	13 KUHN DISC MOWER GMD3550 C0072	ADPL	F2	\$ 102

**FARM BUILDINGS - COVERAGE F**

Bldg. No.	Limits of Insurance	Description	Bldg. Type	Losses Insured	Loss Settlement	Annual Premium
Location 01						
01	\$ 115,500	ADD DWELL AT 3219 HWY 59		ADPL	F2	\$ 1,202
02	\$ 99,400	70X100 MACHINE SHED 1991	2	Spec Perils	F2	\$ 1,734

**IMPORTANT TAX INFORMATION**  
**PLEASE RETAIN FOR YOUR RECORDS**

Prepared APR 08 2020

**Agent MARY WILLIAMSON-JOHNSON** CLU, CHFC  
**Telephone (979) 543-1664**

138-3076 i:5 Rev. 08 - 2005 (019008inc)

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90-CJ-A471-3

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

N/A

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

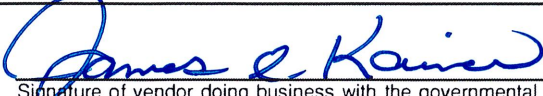
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

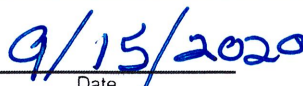
Yes  No

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

N/A

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

**7**   
Signature of vendor doing business with the governmental entity

  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

**PART A.**

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No



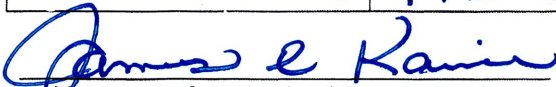
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
James E. Kainer	462-80-6476	

  
Signature of Authorized Representative

9/15/2020  
Date

James E. Kainer, Individual  
Printed/Typed Name and Title of  
Authorized Representative



**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes  
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
James E. Kainer	462-80-6476	

Name of Authorized Representative	Title
James E. Kainer	Individual

  
Signature – Authorized Representative

9/15/2020  
Date

**WEBB COUNTY PURCHASING DEPT.  
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS  
AFFIDAVIT FORM**

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB \*

BEFORE ME the undersigned Notary Public, appeared JAMES E. KAINER, the herein-named "Affiant", who is a resident of WHARTON County, State of TEXAS and upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge.

*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>*

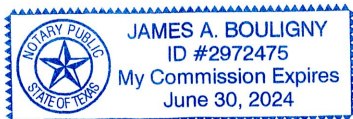
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to [joel@webbcountytexas.gov](mailto:joel@webbcountytexas.gov).*

Executed and dated this 15 day of SEPTEMBER, 2020.

James E. Kainer  
Signature of Affiant

JAMES E. KAINER  
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 15 day September, 2020



James A. Bouligny  
NOTARY PUBLIC, STATE OF TEXAS

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name James E. Kainer owes no delinquent property taxes to Webb County.

N/A owes no property taxes as a business in Webb County.  
(Business Name)

N/A owes no property taxes as a resident of Webb County.  
(Business Owner)

James E. Kainer  
Person who can attest to the above information

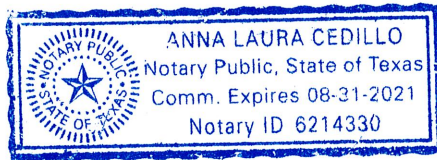
**\* SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

Before me, a Notary Public, on this day personally appeared James E. Kainer, know to me (or proved to me on the oath of TPL# 06557399 to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 16th day of September 2020.

Notary Public, State of Texas

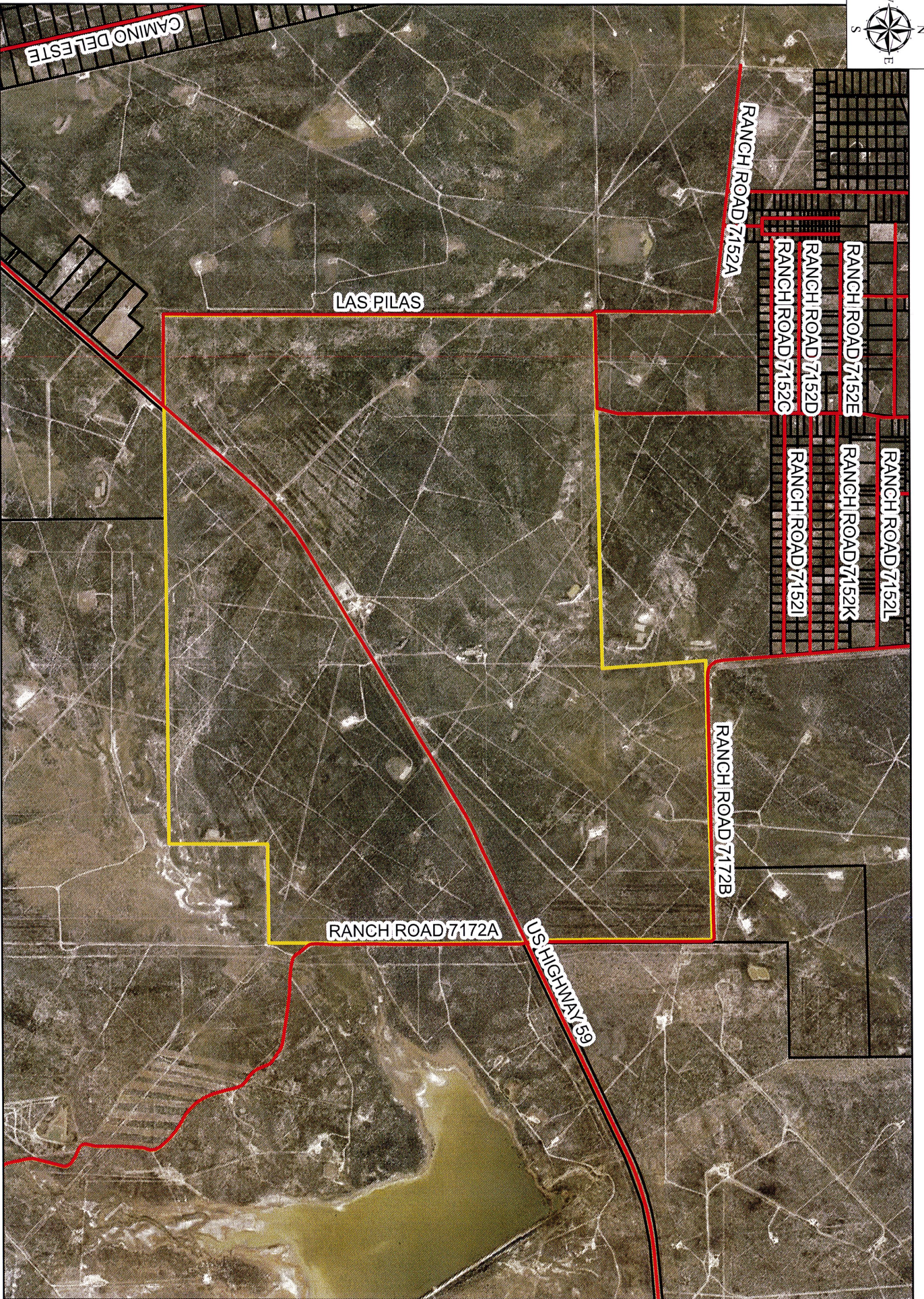
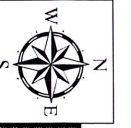


Anna Laura Cedillo

(Print name of Notary Public here)

My commission expires the 31 day of August 2020





Cuchillas and Lomas Pastures



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## **1. INTRODUCTION**

The County of Webb is currently seeking Request for Proposals for an Agricultural Grazing and Hunting lease for the Cuchillas and Lomas II Pasture; designated as Texas School Lands by the State of Texas, containing approximately 2,292.00 acres in accordance with the Texas Local Government Code; Section 263.003 (School Lands) and Section 263.007 (Sale or Lease of Real Property Through sealed bid procedure or sealed-proposal procedure).

The lease that is being offered on the Webb County Texas School lands is exclusive for agricultural grazing and hunting of deer, game birds and other legally harvestable wildlife purposes only and would be for a one (1) year initial term with four (4) one (1) year options to extend for a combined total lease term of five (5) years. **\*\*\*This property may also be subject to a renewable energy project lease that may be concurrent with the proposed terms of this solicitation (See below).**

Webb County is currently seeking Request for Proposals for renewable energy options such as wind and/or solar projects that would be operational within the tract of land identified in the solicitation, if approved by Webb County. Such renewable energy project may have an impact on the operation of an Agricultural Grazing and Hunting lease. **By submitting a request for proposal the proposer is accepting that the grazing and hunting lease if awarded is fixed for one (1) year term. However, any additional yearly options to extend being offered with this solicitation are not guaranteed by Owner as a result of a potential renewable energy project ear marked for this property known as "Cuchillas and Lomas II Pastures, designated as Texas School Lands and more specifically identified under Project location and legal description.**

Successful proposer agrees that on or before May 31<sup>st</sup> of each lease term, Webb County will open up discussions with Lessee to address the scheduled option to extend lease term. During this process, Webb County will inform Lessee if it will exercise the lease option to extend or not extend the lease term for the upcoming year/season.

## **2. PROJECT LOCATION**

The Cuchillas and Lomas Pastures containing approximately 2,292.00 acres of land granted to Webb County, Texas as School Lands by the State of Texas being Survey No's. 1687 & 577, Abstract 1890, & Abstract 911, in said County, and located approximately 27 miles east of the City of Laredo on U.S. Hwy. 59 E, a/k/a I-69

## **3. PROPOSAL PREPARATION COST**

The County will not reimburse any proposer for any costs involved in the preparation and submission of proposals, amendments or other relevant documents associated with the RFP.

## **4. TERM OF AGREEMENT**

A fixed period of one (1) year with an additional four (4) 1-year options to extend. Total lease period not to exceed 5 years.

## **5. INSTRUCTIONS TO PROPOSERS**

**RFP submittals shall contain all pertinent information requested and will be evaluated based on adherence to the following:**

- a) General Requirements
  - ✓ Cover letter
  - ✓ Firm name, address, and telephone number
  - ✓ Point of contact: name and telephone number
- b) Price per acre
- c) Capacity to upkeep and maintain County property for proposed use.

- d) Describe wildlife management and conservation plan to be implemented as directed by the Texas Parks and Wildlife Department.
- e) Experience
  - ✓ Provide information documenting relevant experience from other public or private grazing & hunting leases in the State of Texas.
- f) The successful proposer must provide the following insurance requirements:
  - General Liability = \$1,000,000 Combined Single Limit per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products /Completed Operations Aggregate
- g) The successful proposer must provide a letter of credit from a bank that is duly authorized to do business in the State of Texas, for the primary term of lease (Five years). Must be included with RFP, no exceptions.
- h) The successful proposer will practice wildlife conservation and take census data for harvest recommendations, which must be reported quarterly to the County Commissioners Court.
- i) The successful proposer will be required to maintain, repair, and replace perimeter fences and other existing improvements.
- j) The successful proposer shall plow and reseed all previously prepared fields with buffel grass and millet and shall maintain and repair all cattle pens.
- k) The successful proposer will be required to consult with a game biologist to aid in all game surveys and harvests.
- l) The successful proposer will be required to keep and maintain at all times proper hunting permits and harvest records.
- m) The successful proposer must abide by all Texas Department of Parks and Wildlife Game Laws and Regulations.
- n) Day leasing will be strictly prohibited.

Any additional information that will communicate the planned use of the property is welcomed.

#### **6. DISQUALIFICATION**

Reasons for disqualification include, but are not limited to:

- Failure to provide any information requested in this document.

#### **7. CONFLICT OF INTEREST**

The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its proposal a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

A conflict of interest may involve conflicting incentives with regard to the firm as a whole, or any employee. The conflict may arise between the provider's work under a contract entered as a result of this solicitation and a relationship involving Webb County, a construction contractor, another engineering firm, a materials testing firm, a third party affected by the project, a sub provider for any other consultant or contractor, or any other entity with an interest in a project on which work is performed under a contract entered as a result of this solicitation.

#### **8. TEXAS ETHICS COMMISSION REQUIREMENT NOTIFICATION:**

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

A signed and notarized Form 1295 shall be tendered to Webb County by providers selected to receive a contract prior to contract execution. Webb County will not evaluate the information provided, or respond to any questions on how to interpret the Texas Ethics Commission's rules.

For additional information, please reference the Texas Ethics Commission webpage at <https://www.ethics.state.tx.us/tec/1295-Info.htm>

#### **9. WEBB COUNTY PURCHASING CODE OF ETHICS POLICY**

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation must sign and notarize the affidavit form included as part of this solicitation package and upload with your electronic submission. ***Failure to submit form will disqualify your bid or proposal package from being considered.***

The [Ethics Policy](#) can be viewed at the Webb County Purchasing Agents website listed below for vendors to read prior to signing and submitting the affidavit form.

<http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. ***Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.***

#### **10. GENERAL CONDITIONS**

Interested Firms shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the firm's responsibility to obtain any additional information it deems necessary to submit in its RFP proposal, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive.

All questions regarding this RFP proposal request must be submitted to in writing through e-Bid by utilizing the "Questions Tab" in the Bid Event before the deadline for questions (*see Section 14*).

**11. BOND INFORMATION (IF APPLICABLE)**

**PAYMENT AND PERFORMANCE BONDS:** \*\*\*PLEASE BE ADVISED THAT THIS CONTRACT MAY REQUIRE BOTH A PAYMENT AND/OR A PERFORMANCE BOND FROM THE CONTRACTED VENDOR.\*\*\*

**A Performance Bond is required** for construction work if the contract is in excess of \$50,000 and a **Payment Bond is required** if a construction contract is in excess of \$25,000 in statutory compliance with applicable provisions of the Texas Local and Government Code.

*Contractor shall supply the required Performance/Payment bonds to the Webb County Civil Legal Department within Seven (7) days of execution of the Construction Agreement or not later than Two (2) working days prior the date of the scheduled pre-construction meeting which shall be the "DEADLINE" for compliance and which both parties have mutually agreed to as an "Express Condition Precedent" to Webb County's contractual terms and conditions.*

Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner.

*\* THE NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE DELIVERY OF ALL STATUTORILY REQUIRED PERFORMANCE AND/OR PAYMENT BONDS AND/OR PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". IF THE CONTRACTOR FAILS TO PROVIDE SAID BONDS OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.\**

**12. RFP EVALUATION**

The evaluation committee may conduct the following tasks but is not an all-inclusive list of tasks that may be conducted by committee:

- Review all RFPs received for compliance with RFP terms and conditions.
- Prepare a comparative summary of proposals.
- Conduct reference checks.
- Request clarification from Proposers.
- Conduct public interviews during a regularly scheduled Commissioners Court meeting.

RFP will be evaluated as follows:

- |                                   |           |
|-----------------------------------|-----------|
| ▪ Relevant Experience of Proposer | 35 points |
| ▪ Planned Approach                | 25 points |
| ▪ Price Per Acre                  | 30 points |
| ▪ References                      | 10 points |

A committee under this RFP may consist of Key County Officials. The Webb County Commissioners Court would make a final selection through a majority vote of the Court. **The County of Webb reserves the right to reject any and all proposals or to select the proposal that is in the best interest of Webb County.**

**13. EVALUATION TEAM**

The following County Officials are involved with evaluating the submitted proposal and scoring as per weighted criteria published within this solicitation.

1. *Leroy Medford, Executive Administrator to Commissioners Court*
2. *Jose Luis Neira, Road and Bridge Director*
3. *Lalo Uribe, Executive Administrator to the County Judge*

**Note:** Do not contact these individuals about this solicitation during the restricted contact period. [Please refer to our Purchasing Ethics Policy Section 6 \(Restricted Contact Period\).](#)

Committee members may not have any real or potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings), and no person who might potentially receive benefits from Webb County funded contracts may participate in the selection, award, or administration of a contract supported by Public Funds if he or she has a real or apparent conflict of interest. Any potential conflict of interest should be reported immediately to the Webb County Purchasing Agent, Mr. Jose Angel Lopez III, at (956) 523-4125 and/or he can be reached at the following email address [joel@webbcountytx.gov](mailto:joel@webbcountytx.gov)

**14. RFP PROPOSAL SCHEDULE**

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Sept. 5 <sup>th</sup> , 12 <sup>th</sup>	Webb Co. Purchasing Dept.
Questions Due to County	No later than 5pm	Sept 8 <sup>th</sup>	Proposer/Contractor
Posting of answers	No later than 5pm	Sept 9 <sup>th</sup>	Webb Co. Purchasing Dept.
Sealed Proposals due	9 am	Sept 17 <sup>th</sup>	Proposer/Contractor
Evaluation of Proposals	TBD	TBD	Webb Co Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of contract doc	TBD	TBD	Webb County/Proposer
Commencement of service	TBD	TBD	Webb County/Proposer

*Footnote: County reserves the right to adjust time and dates on above projected schedule if it's in the best interest for Webb County.*

**15. SPECIAL ACCOMMODATIONS:**

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at (956) 523-4125 or email at [juguerrero@webbcountytx.gov](mailto:juguerrero@webbcountytx.gov)

## MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**Workers Compensation**, as required by the laws of Texas, and Employers' Liability, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

Each Accident: \$1,000,000

Disease – Each Employee:

\$1,000,000 Policy Limit:

\$1,000,000

**Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Webb County shall be named Additional Insured on primary/non-contributory basis.

Each Occurrence: \$1,000,000

Personal and Advertising Injury:

\$1,000,000

Products/Completed

Operations: \$1,000,000 General

Aggregate (per project): \$2,000,000

**Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. Webb County shall be named Additional Insured on primary/non-contributory basis.

Combined Single Limit-Each Accident: \$1,000,000

**Umbrella/Excess Liability** (Webb County shall be named Additional Insured on primary/non-contributory

basis) Each Occurrence/Aggregate: \$1,000,000

**Professional/Errors & Omissions Liability** (if applicable) Each Occurrence/Aggregate: \$1,000,000

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.





**Proposer Information**

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Name of Company: James E. Kainer  
Address: 549 FM 960  
City and State: El Camps, TX 77437  
Phone: 979-541-9344  
Email Address: bobbyjeankainer@gmail.com

Signature of Person Authorized to Sign:

James E. Kainer  
Signature

James E. Kainer  
Print Name

Owner  
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

Individual  
9/15/2020  
(Date)

Note:

All submissions relative to these RFP shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Assistant Purchasing Agent, Mr. Cesar Guerra, Jr. at (956) 523-4133 or email at [ceguerra@webbcountytexas.gov](mailto:ceguerra@webbcountytexas.gov)