

# CITY OF CLOVIS



**ITB 19-0410-04**

**“NED HOUK PARK GRAZING LEASE”**

**NIGP COMMODITY CODE 97135**

**CLOSING DATE: May 9, 2019 @ 2:00 P.M. MDT**

**IMPORTANT**

**BID MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER  
AND**

**DEADLINE DATE CLEARLY INDICATED ON THE BOTTOM LEFT  
HAND SIDE OF THE ENVELOPE.**

## **CITY OF CLOVIS**

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID, UNLESS OTHERWISE SPECIFIED. ANY EXCEPTIONS THERTO MUST BE IN WRITING.

1. **GENERAL:** Bids shall be submitted on this form. Each bid shall be placed in a separate envelope and property identified. See instructions on top of Invitation To Bid. Bids must be in the Purchasing Department of the City of Clovis on or before the hour and date specified. Bids by telephone or facsimile are not acceptable when in response to this invitation to bid. Late bids will not be considered under any circumstance and will be returned to the bidder unopened. Bid CANNOT be altered or amended after opening time. Any alteration made before opening time must be initiated by bidder or his authorized agent.
2. **WAIVERS:** The City of Clovis reserves the right to reject any or all bids, waive any technicality in bids, and unless otherwise specified by the City of Clovis or by bidder, to accept an increase or decrease on any or all items in the bid unless otherwise indicated in the bid documents. The City of Clovis reserves the right to waive minor irregularities. The City of Clovis also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not materially affect the procurement. This right is at the sole discretion of the City of Clovis.
3. **RESPONSIBILITY OF BIDDER:** Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show title or authority to bind his firm in a contract. The bidder, if this bid is accepted, hereby expressly binds himself to the City of Clovis from all claims, suits and actions on account of the work done by the bidder pursuant to the bid or by reason of any act or omission, misfeasance, or malfeasance of the bidder or of any bidder's subcontractor. This paragraph shall equally apply to injuries to bidder's employees. Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the bidder.
4. **SERVICING SUBCONTRACTORS:** The City recognizes the fact that the potential vendors have different business models for the delivery of support services or products. Whereas one potential vendor may provide support services through a wholly owned subsidiary another may provide support services through a local business partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, warranty, maintenance or technical support services in accordance with the terms and conditions of the price agreement or bid. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the price agreement.
5. **ACCEPTANCE AND OPENING OF BID:** Bids will be accepted up until time and date listed on the ITB at the office of the Chief Procurement Officer, 321 Connelly, P.O. Box 760, Clovis, NM 88102-0760. Bids will then be opened publicly and read aloud in the assembly room (unless otherwise stated). A recommendation will be taken to the City Commission at a regular meeting for award.

6. **BRAND NAME:** Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Vendor should give brand name, model number, and date of manufacture of item(s) bid. The City may specify no substitute or exception if required to match existing equipment.
7. **DELIVERY:** Bid must quote FOB destination and show number of days required to place material in City's designated location under normal conditions. Failure to state delivery time obligates bidders to complete delivery in 14 calendar days. A difference in delivery promise may break a tie bid. Consistent failure to meet delivery promise without valid reason may cause removal from bid list.

If delay is foreseen, contractor shall give written notice to the Purchasing Department of the City of Clovis. City of Clovis has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the City of Clovis to purchase supplies elsewhere and charge full increases in cost and handling to defaulting contractor.

8. **COMMERCIAL WARRANTY:** All items bid shall be new, in first class conditions unless otherwise stated. Bid should include container suitable for shipment and storage. Successful bidder must submit the most favorable commercial warranty and/or guarantee in writing to the City of Clovis that would be offered to any customer for the same supplies or services, or as specified in bid. The vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **PACKING, SHIPPING AND INVOICE:** The Purchase Order Number and the Vendor's name, user's agency name and location shall be shown on all packing and delivery tickets, packages, bill of lading and all other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing list.

The Vendor's invoice shall be submitted in triplicate, certified and contain the following: Purchase Order Number, description of goods or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each separate shipment. Payment will not be made from a month end statement.

10. **INSPECTION AND ACCEPTANCE:** The City will have final inspection and acceptance at destination. Supplies rejected due to non-conformance with bid specifications will be removed at vendors expense and risk in a timely manner after notice of rejection.
11. **DEFAULT:** The City reserves the right to cancel all or any part of this contract without cost of the City, if the successful vendor fails to meet the provision of the order, except for conditions beyond the vendors control, the vendor will be liable for any excess costs to the city due to the vendors default. This statement does not exclude any other rights provided by law.
12. **NON-COLLUSION:** By signing and submission of this bid, the vendor certifies that there was neither directly or indirectly any collusion, which would restrain free competitive bidding.

13. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
14. QUESTIONS: Questions concerning the procurement process should be directed to the Purchasing department. Questions concerning the Bid specifications should be directed to the user department.
15. NON-DISCRIMINATION: Vendors doing business with the City of Clovis must be in compliance with the Federal Civil Rights Act of 1954 and the Title VII of the Act, Rev, 1979 and the Americans with Disabilities Act of 1990.
16. COOPERATIVE BID: By submitting a bid the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.
17. BONDS: When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City of Clovis and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected; its bid security shall be enforced to the extent of actual damages.
18. RENEWAL: If the bid is an annual bid the City of Clovis reserves the right to renew the bid for three (3) years (4 years total) for bid under \$25,000 or seven (7) years (8 years total) for bids over \$25,000.00. The City of Clovis reserves the right to renew or issue a new Invitation to Bid (ITB) without explanation or cause.
19. PENALTIES: If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Clovis will initiate the following procedures:
  - A. **First Notice:** Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor will be given 10 working days to respond to this notice.
  - B. **Second Notice:** Issuance of a second written notice after ten-business day will assess the contractor a **\$100.00 penalty fee per day** for unsatisfactory work, non-delivery, or non-performance of contract. The fee **will not be charged** if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.
  - C. The City of Clovis will allow a reasonable number of notice assessments. However, if these notices become excessive, the City of Clovis shall have the right to terminate the contract upon ten (10) days written notice.
20. PROTEST
  - A. PROTEST BOND: Protest may be filed in accordance with 13-1-172 NMSA 1978. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.

- B. Any protest by a vendor must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive vendor shall begin on the day following the price agreement awards and will end as of 5:00 PM Mountain Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for the protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Purchasing Office.

## ADDITIONAL BIDDING INSTRUCTIONS

1. **BID UNIT PRICE** on quantity specified as a monthly total. In case of errors in extensions, UNIT prices shall govern. Bids subject to unlimited price increases not considered. The City reserves the right to award the bid by item or in total. Payment shall be made upon receipt of entire order unless authorized by the City.
2. **NEW MEXICO BIDDERS PREFERENCE NUMBER:** This bid is subject to New Mexico Bidder's Preference as outlined in Section 13-1-21 of NMSA 1978, Amended. Current preference number must be listed on the front page of the bid at the time of opening to be considered.

The form necessary to complete to qualify for a New Mexico Resident Preference number can be obtained as follows:

By contacting the State of New Mexico Taxation & Revenue Dept. as follows:

- a. Telephone number – (505) 827-02700, or
- b. Address :       State Taxation & Revenue Dept.  
                      Joseph Montoya Building  
                      Room 2016  
                      1100 St. Francis  
                      Santa Fe, NM 87504

3. **SAMPLES:** When requested, must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at bidder's expense. Each sample should be marked with bidder's name and address and City of Clovis' Bid number.
4. **INQUIRIES:** pertaining to bid invitations must give bid number and opening date. NO substitutions or cancellations permitted without written approval of the Purchasing Department of the City of Clovis.
5. **TIME PERIOD:** The City of Clovis reserves the right to analyze and examine this bid for a period of 30 days completed from date and time of bid opening. In no way will the vendor be obligated or the City liable for any goods or services until the Purchasing Department of the City of Clovis issues a purchase order. Upon issuance of a purchase order, all provisions of the bid become a contract and when fulfilled by the vendor, payment will be rendered by the City of Clovis within 20 days after acceptance and receipt of duplicate invoices showing the purchase order number.
6. **PROTEST:** If a vendor is of the opinion that the specifications, as stated, precludes them from bidding, it is requested that the Chief Procurement Officer be notified in writing, at least SEVEN (7) DAYS PRIOR to date of opening.
7. **NO BID:** Do not return bid forms. Vendors will remain on the active list for a minimum of three years from last transaction.

**CITY OF CLOVIS**  
**ITB-19-0410-04**  
**"NED HOUK PARK GRAZING LEASE "**

**GENERAL**

The intent of this bid is for the lease of approximately 1824 acres located in Ned Houk Park, located north of Clovis, for the purpose of grazing a maximum of 62,000 or 100,000 pounds of cattle.

**LEASE CONDITIONS**

1. The successful bidder must notify the Ned Houk Park (NHP) Superintendent the day the cattle are weighed and the NHP Superintendent must be present at that time. A count of the number of cattle will be taken. Also, the day the cattle are delivered off grass, the NHP Superintendent must be present.
2. The lease will be for the six-month period **May 20, 2019 through November 30, 2019**. The lease is solely for the purpose of grazing cattle. At the end of that time, and for a period of three years until October 31, 2022, the City of Clovis shall have the yearly option of renewal or soliciting proposals from a new firm. Fee and time frame may be negotiated annually. All fee proposals will be computed on a six (6) month basis.
3. It is expressly understood that no extension of the lease will be granted. Your bid will be considered firm for the entire six-month period. The City of Clovis is to be held harmless in the event of drought, flood, wildlife, natural features, or Act of God which may cause harm or injury to any livestock, and the terms of the lease shall be honored for the entire period unless agreed by the City of Clovis for conditions or events outside the control of either party.
4. The bidders should acquaint themselves with the sufficiency of the grass, the adequacy of the water supply and the condition of the fence. Any fence repair or installation that is currently needed shall be the responsibility of the successful bidder. The successful bidder shall keep the fence in good repair and is responsible for keeping the cattle on leased premises. The successful bidder shall also be responsible for maintaining access to trails.
5. The City has previously constructed a 4-strand barbed wire fence which segregates the acreage at Ned Houk Park into five pastures. While some of this fence is still in place, it shall be the responsibility of the successful bidder to install fence needed to approximate the pastures as depicted in the attached map.
6. The successful bidder will be required to rotate cattle grazing as per the attached grazing management plan

7. The bidder will be required to execute a written lease agreement, in the form attached hereto, which will incorporate the terms of the bid specifications and those terms set forth in the lease agreement.

### **INSURANCE**

The successful bidder will be required to provide the City of Clovis with a certificate proving comprehensive general liability insurance or manufacturers and contractors insurance in an amount not less than \$500,000.00 single occurrence and \$1,000,000.00 aggregate. The City of Clovis shall be named as additionally insured during the term of this contract.

### **PAYMENT**

The lease fee must be paid to the City of Clovis in one lump sum or monthly in advance on or before May 20, 2019. If payment is to be made monthly, the total bid amount shall be divided into six equal monthly payments and paid to the City on the following schedule:

Payment 1 - May 20, 2019  
Payment 2 - June 20, 2019  
Payment 3 - July 20, 2019  
Payment 4 - August 20, 2019  
Payment 5 - September 20, 2019  
Payment 6 – October 20, 2019

In the event a payment due date falls on a day when the City offices are scheduled to be closed, payment shall be due on the first business day the offices re-open.

### **BIDDING INSTRUCTIONS**

1. To be acceptable, your bid should be submitted on the bid form provided, and you **must** sign the bid.
2. Please make one copy for your file and return the original prior to the time and date of opening.
3. Bid Deadline and opening: The City of Clovis will accept sealed bids in the Office of the Chief Procurement Officer, 321 Connelly, P.O. Box 760, Clovis, NM 88101 until **Thursday, May 9, 2019 at 2:00 p.m. local time.**

### **QUESTIONS**

Questions concerning the bid process should be directed to Bryan Jones, Chief Procurement Officer, at (575) 763-9633.



Any questions concerning the bid specifications may be directed to Mark Dayhoff, Parks and Recreation Director, at (575) 769-7870.

Questions pertaining to the grazing area may be directed to Bryan Harris, Park Superintendent, at (575) 268-5584 or (575) 389-5146, or to the City of Clovis Parks and Recreation Department at (575) 769-7870. Calls to Mr. Harris must be made between 6:30 a.m. and 3:00 p.m. in order to set up an appointment to inspect the area.

**GRAZING MANAGEMENT PLAN**  
**OPTION #1**  
**100,000 POUNDS OF CATTLE MAXIMUM**

<u>Pasture*</u>	<u>Acres</u>	<u>Days Grazing</u>
1	242	11
2	339	16
3	485	22
4	395	18
5	361	17

<u>Pasture</u>	<u>Scheduled Dates Cattle Will Be In Pasture</u>
1	May 20 - May 30
2	May 31 - June 16
3	June 17 - July 8
4	July 9 - July 28
5	July 29 - Aug. 14
1	Aug. 15 - Aug. 25
2	Aug. 26 - Sept. 10
3	Sept. 11 - Oct. 2
4	Oct. 3 - Oct. 20
5	Oct. 21 - Nov. 6

\* When pastures 1, 2, and 3 are in use, recreational trails in 4 & 5 will be opened for public use. When pastures 4 and 5 are in use, recreational trails in 1, 2, and 3 will be opened for public use.

**GRAZING MANAGEMENT PLAN**  
**OPTION #2**  
**62,000 POUNDS OF CATTLE MAXIMUM**

<u>Pasture*</u>	<u>Acres</u>	<u>Days Grazing</u>
1	242	20
2	339	20
3	485	25
4	395	25
5	361	10

<u>Pasture</u>	<u>Scheduled Dates Cattle Will Be In Pasture</u>
1	May 20 - June 8
2	June 9 - June 28
3	June 29 - July 24
4	July 25 - Aug 18
5	Aug. 19 - Aug. 28
1	Aug. 29 - Sept. 17
2	Sept.18- Oct.7
3	Oct. 8- Nov.1
4	Nov. 2 - Nov. 26
5	Nov. 27 - Dec. 6

\* When pastures 1, 2, and 3 are in use, recreational trails in 4 & 5 will be opened for public use. When pastures 4 and 5 are in use, recreational trails in 1, 2, and 3 will be opened for public use.

**SUBMITTAL SHEET**  
**ITB 19-0410-04**  
**NED HOUK PARK GRAZING LEASE**

The items to which this sheet is attached represents our bid as described therein. We certify that we have read the terms and conditions of the bid and that we understand and agree to them fully. We understand that any discrepancies in this invitation which come to our attention must be mentioned to the City of Clovis prior to the opening of bids or adjudication will be made by executive decision.

Please type or print.

\_\_\_\_\_  
NAME OF BIDDING FIRM

\_\_\_\_\_  
NAME AND TITLE OF AGENT

\_\_\_\_\_  
ORDER ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
E-MAIL

If you qualify for the Resident Preference or the Resident Veteran Preference as per the enclosed information include your current number.

\_\_\_\_\_  
RESIDENT PREFERENCE NUMBER

\_\_\_\_\_  
TAX ID NUMBER

DATE OF DELIVERY ARO \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE (Bid must be signed to be considered)

- \_\_\_ Attach Signed Cost Submittal Sheet (Attachment A)
- \_\_\_ Attach Signed Campaign Contribution Disclosure Form (Attachment B)
- \_\_\_ Attach Copy of Resident Preference Certificate (if applicable)
- \_\_\_ Attach Copy of Bid Bond (if applicable)

**Attachment A**  
**CITY OF CLOVIS**  
**ITB 19-0410-04**  
**“NED HOUK PARK GRAZING LEASE”**  
**BID SUBMITTAL**

**BID F.O.B. DESTINATION**

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is not subject to withdrawal.

In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No.\_\_\_\_ Title:\_\_\_\_\_ Date:\_\_\_\_\_  
No.\_\_\_\_ Title:\_\_\_\_\_ Date:\_\_\_\_\_

The bidder hereby agrees to pay the following sum (do not include gross receipts tax) for:

**Grazing rights as established and specified in ITB 19-0410-04**

**LUMP SUM BID**(use words):\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)

Select only one - Option 1\_\_\_\_\_ Option 2\_\_\_\_\_

**COMPANY NAME:**\_\_\_\_\_

**COMPANY ADDRESS:**\_\_\_\_\_

**SIGNATURE & TITLE:**\_\_\_\_\_

**PHONE:**(     ) \_\_\_\_\_

## **Attachment B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**ITB 19-0410-04 DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

List of Applicable Public Officials: David Lansford, Juan Garza, Ladona Clayton, Sandra Taylor-Sawyer, Gary Elliot, Helen Casaus, Fidel Madrid, Chris Bryant, Rube Render

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s) : \_\_\_\_\_  
Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Title (Position)



Source: Ned Houk Grazing Ranges, Nebraska Geographic Information System (GIS), USGS, ArcSWAT, ICA, and the City of Omaha

## Ned Houk Grazing Ranges



This map is a graphic representation of City of Omaha and the City of Omaha and should only be used for illustrative purposes. In no way should this map be used to settle or boundary disputes or local conflicts.

