

SCOPE OF WORK DRAFT

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: 25-005

William Chesser Farm Lease

RFP Issue Date: **2/16/2025**

PROPOSAL DUE:
3/18/2025 02:00 PM

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

CONTACT: ARELY PEEK
CHIEF PROCUREMENT OFFICER
575-637-6299

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Anticipated Schedule

<u>Action</u>	<u>Date</u>
1. Issue of RFP	2/16/2025
2. Acknowledgement of Receipt Form	2/26/2025
3. Deadline to Submit Additional Questions	2/26/2025
4. Response to Written Questions/RFP Addendum	2/28/2025
5. Submission of Proposal 2:00 PM	3/18/2025
6. Proposal Evaluation	3/21/2025
7. Recommendation to Committee	4/24/2025
8. Recommendation to Award to City Council	5/08/2025
9. Notice of Award	5/09/2025
10. Protest Deadline	+15
11. Contract Negotiations/Executed	5/27/2025

SCOPE OF WORK / SPECIFICATIONS

I. General

A. City's Intent

The City of Roswell is seeking proposals from interested Offerors to lease William Chesser Farm for farming purposes.

The minimum bid price to qualify is \$125.00 per acre or \$35,750.00 annually. After the first year, the price increases by 3% or the current CPI, whichever is greater annually.

B. Background

The City of Roswell has 286 acres known as "William Chesser Farm" for Lease. The land is used for farming wheat, corn, and cotton.

The NE ¼ of Section 24, Township 12 South, Range 23 East, N.M.P.M., containing 157 acres, more or less;

The N ½ NE ¼ SE ¼ of Section 24, Township 12 South, Range 23 East, N.M.P.M., subject to a right-of-way easement granted to the City of Roswell over and across the East 25 feet of the SE ¼ of said Section 24, containing 20 acres, more or less;

The NE ¼ NW ¼ of Section 28, Township 12 South, Range 24 East, N.M.P.M., containing 32 acres, more or less;

The North 3 acres of Lot 2 of Section 28, Township 12 South, Range 24 East, N.M.P.M.;

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Lot 1 of Section 28, Township 12 South, Range 24 East, N.M.P.M., containing 16.18 acres, more or less;

A tract of land, being the SE ¼ SW ¼ of Section 21, Township 12 South, Range 24 East, N.M.P.M., and all of Lot 4 of Section 21, Township 12 South, Range 24 East, N.M.P.M., containing 55.94 acres more or less, excepting there from the South 500 feet of the East 871.2 feet of the West 896.2 feet thereof, such excepted tract containing 10 acres, and excepting 6 acres of water rights under State Engineer's File Nos. RA-2557 and RA-2558, subject to a right-of-way easement granted to the City of Roswell over and across the West 25 feet of Lots 3 and 4 of said Section 21;

All subject to a right-of-way easement granted to the City of Roswell over and across the South 12.5 feet of Section 21 and the North 12.5 feet of Section 28, all in Township 12 South, Range 24 East, N.M.P.M. Together with 274 acres of water rights appurtenant to the above-described lands as adjudicated under State Engineer's File Nos. RA-2557 and RA-2558.

II. Statement of Work

A. General

1. Contract Term

- a) The City of Roswell is seeking a 5-year agreement.

2. Rent

- a) The Lessee agrees to pay the Lessor an annual rental in the amount of \$_____ per year.
- b) The Lessee must pay the full annual rental amount of the current lease year.
 - i. Failure to pay an installment by the applicable deadline shall be a default under paragraph 12 of this Lease.
 - ii. Interest on any late payment shall accrue twelve percent (12%) per annum.
 - iii. The base lease amount shall be increased by the appropriate Consumer Price Index (CPI), or 3% whichever is greater.

3. Possession

- a) The Lessor agrees to grant Lessee possession and agrees that Lessee will be afforded a reasonable opportunity to remove crops that remain un-harvested at the expiration of this lease subject to interfering with neither Lessor's right to possession nor the farming operations of any subsequent tenants.

4. Condition of Premises

- a) The interested person is responsible for viewing the site conditions before submitting a price.
- b) It will be assumed that by submitting a proposal, you have viewed the site conditions.

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- iv. Unfamiliarity with conditions will not relieve the lessee from the obligations to furnish all equipment, supplies, and labor necessary to carry out the provisions of the lease and to complete the performance of the obligations of the lease. Reference Exhibit B for the lease.
- c) The Lessee accepts the leased premises in their present condition.
 - i. The Lessee agrees that it has inspected the above-described property and all improvements and is receiving the same in good repair and condition.
 - ii. At the expiration of the term hereof, the Lessee agrees to yield up and deliver the premises to the Lessor in as good repair and condition as when entered upon, with loss resulting from ordinary use and wear excepted.

5. Use of Premises

- a) Lessee shall use the leased premises solely for the purpose of conducting and operating its farming business together with such other related uses as shall be reasonable accessory thereto and for no other purposes.
 - i. It shall not use the leased premises for any purpose prohibited by the laws of the United States, the State of New Mexico, or the ordinances of the City of Roswell.
- b) Lessee shall conduct and operate its business in such a manner so as to prevent the performance of any act, creation, or maintenance of anything which in the opinion of the Lessor may be or become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor, other forms of air pollution, or other condition, substance, or element in such amounts as to affect the surrounding area or adjoining premises.
 - i. The Lessor shall be the sole judge as to whether any act done or things created or maintained by Lessee on the leased premises is or may become a nuisance or otherwise noxious or objectionable condition, and Lessee agrees to abide by Lessor's decision and act in accordance with its directions with respect thereto.

6. Maintenance

- a) Except as otherwise provided herein, Lessee, at its sole cost and expense, shall maintain the leased premises in a clean and orderly condition and shall maintain and replace, when necessary, all plumbing, wiring, glass, heating, and other similar fixtures or equipment located on or in any portion of the above-described property, including the orbital sprinkler system, and buildings located thereon.
 - i. The Lessor shall be the sole judge of the quality of maintenance, and upon written notice by the Lessor, the Lessee shall be required to perform whatever maintenance is deemed necessary by the Lessor. Suppose said maintenance is not undertaken within ten (10) days after receipt of written notice. In that case, the Lessor shall have the right to enter the leased

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premises and perform the necessary maintenance, which the Lessee shall bear.

- b) The Lessee agrees explicitly to maintain, at its sole cost, irrigation ditches, and fencerows in a weed-free condition. Should Lessee fail to maintain the ditches and fencerows weed-free, Lessor may consider such nonperformance a default and proceed as provided in Paragraph 12. The Lessor shall give the Lessee written notice of such termination, and the Lessee shall be afforded a reasonable opportunity to remove its removable possessions.
- c) Lessee's responsibilities to pay for ordinary maintenance repairs under this paragraph shall include only minor repairs, that is, repairs whose total cost, including parts and labor, is less than \$1,000 for each separate event and, in the event of repairs in excess of such amounts, Lessee shall be responsible for only \$1,000 of the total repair expense. The lessor shall be responsible for the remainder. Repair expenses may not be consolidated or cumulated when arriving at the total expense for one (1) repair.
- d) The Lessor agrees that in the event repair or replacement of an irrigation pump or its associated equipment is necessary during one growing season, the Lessor will take all reasonable steps necessary to provide a continued and adequate supply of water but assumes no liability for failure to supply such water, and the failure shall occasion no abatement by the rental hereunder.

7. Water Rights

- a) The water rights appurtenant to the leased premises are governed and regulated by law. The parties agree that Lessee shall not use more than 3.5-acre feet of water per acre of water rights during any one (1) year period during the term of this lease without the approval of Lessor. Any over-appropriation of water without the approval of the Lessor may be treated as a default of this lease. If at the end of this lease or the five (5) year New Mexico State Engineer's Water Allocation, whichever comes first, any overuse of the water allocation shall be reimbursed by the Lessee to the Lessor at the rate of \$22.87 per acre-foot.

8. Taxes

- a) During the term thereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon personal property, fixtures, or equipment placed by Lessee upon said premises, accrued or accruing, of whatsoever kind or nature, incident to, or arising out of the conduct of Lessee's business.

9. Improvements

- a) Except as otherwise provided herein, Lessee shall have the right to install such fixtures and equipment as may be necessary for the conduct and operation of its business and, at the expiration of the term thereof, shall have the right to remove all such fixtures and equipment installed by it that can be removed without damage to the premises provided. However, the Lessee shall not make, suffer, or permit to be made any major additions, alterations, or improvements on the

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premises without first obtaining the written consent of the Lessor and, in the event the consent is given and Lessee makes any major alterations, additions, or improvements, such work shall be done in a manner that no mechanic's lien, material man's lien, or other liens of any kind shall be created against or imposed upon the premises or any part thereof and Lessee shall indemnify and save harmless the Lessor from any and all liability and claims for damages of any kind and nature which may be made or accrue against Lessor on account of any such major alterations, additions, or improvements. The Lessee hereby agrees that any such major alterations, additions, or improvements made by it, which cannot be safely removed, shall become the property of the Lessor, and the value thereof will not be offset against any amounts claimed by the Lessor as owing under the terms of this lease.

B. Expectation of City

The winning bidder will acknowledge that the property will be fully reconditioned to meet the requirements of the International Building Code and the Offeror's proposed use of the building as shown in their proposal.

Note: Failure to complete all of the improvements agreed to between the City of Roswell and the Offeror within eighteen (18) months from the date of the property transfer will result in the City reclaiming the property unless the agreement is modified and agreed to by all parties.