

TEXAS PARKS AND WILDLIFE

Texas Parks and Wildlife Department
Purchasing and Contracting C-1
4200 Smith School Road
Austin, Texas 78744

INVITATION FOR BID

GRAZING LEASE
Palo Duro Canyon State Park,
located in Randall and Armstrong Counties, Texas

IFB No. 802-27-68451

NIGP Class/Items: 971-35

IFB Issued:	September 30, 2026
Pre-Bid Site Visit:	October 5 - 9, 2026
Deadline for Submission of Questions:	October 9, 2026; 5:00 PM CT
Deadline for Submission of Bids:	October 14, 2026; 2:00 PM CT

ATTENTION: It is the responsibility of interested parties to periodically check the Electronic State Business Daily website <http://www.txsmartbuy.com/esbd> for updates to this bid prior to submitting a bid. The Bidder's failure to check this website will in no way release the selected lessee from "addenda or additional information" resulting in additional cost to meet the IFB requirements.

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SECTION I - NOTICE TO BIDDERS

Grazing Lease at Palo Duro Canyon State Park, located in Randall and Armstrong Counties, Texas

Notice is hereby given that Texas Parks and Wildlife Department (TPWD) is accepting bids for a livestock-grazing lease at the Palo Duro Canyon State Park, located in Randall and Armstrong Counties, Texas.

Acreage to be included in the lease will be approximately three thousand four hundred sixty-five (3,465) acres. Pasture areas include the Upper Mesquite Mesa (1,523 acres), Lower Mesquite Mesa (523 acres) and Cita Canyon (1,419 acres).

PASTURE AREA:	APPROXIMATE ACREAGE:
Upper Mesquite Mesa	1,523 acres
Lower Mesquite Mesa	523 acres
Cita Canyon	1,419 acres
Approximate Total: 3,465 acres	

See Attachment A – Tentative Grazing Schedule for Palo Duro Canyon State Park and Attachment B - Palo Duro Canyon State Park Map for additional grazing lease information.

ATTENTION: Due to the topography of the area, the grazing lease area is landlocked property that does not touch a public roadway and has no vehicular access except by crossing the Lighthouse Ranch, a private property. Therefore, this solicitation is being advertised under Texas Government Code, Section 2155.067. TPWD believes that the service is proprietary to one vendor and/or to the specification. Only responses conforming exactly to these specifications will be considered in determining an award. TPWD strongly encourages responses from all qualified vendors who may be able to provide the specified service.

1. SPECIFICATIONS

The Palo Duro Canyon State Park has the following management goals for the grazing lease area:

- 1.1. Improve range conditions;
- 1.2. Promote development and expansion of native plant communities;
- 1.3. Improve wildlife habitat;
- 1.4. Decrease densities of woody species such as mesquite, prickly pear and juniper;
- 1.5. Protect, manage, and conserve the natural and cultural resources;
- 1.6. Obtain optimum livestock production through a proper use of the available forage base.

The annual grazing period will begin October 1st, unless mutually agreed upon to begin prior, and end on April 30th. Other specifications and requirements are shown in Section IV – Grazing Lease.

2. BIDDER QUALIFICATIONS

Respondent shall be experienced as stockman and range resource manager, and that such experience includes personal supervision of all ranching operations, including grazing management. Past experience, knowledge of native plant communities, and an appreciation of resource stewardship will be contributing factors in evaluating the bid and making the award. Other evidence of particular experience may be required.

3. GRAZING LEASE TERM

The initial lease will begin upon date of award, and end September 30, 2031. The lease may be renewed for up

to one (1) additional five (5) year term.

Bids are due on or before the date specified in Section II: Subsection 1 and with the "IFB 802-27-68451, Bid Deadline Due Date: 10/14/2026" clearly marked on the bid package. Bids must be sent to:

Texas Parks and Wildlife Department
Attn: Jennifer M. Robinson, Purchasing and Contracting Section - C1
4200 Smith School Road
Austin, TX 78744

SECTION II: INSTRUCTIONS TO BIDDERS

1. SCHEDULE OF EVENTS

TPWD reserves the right to change the dates shown below upon notification. All times refer to Central Standard Time.

EVENT:	DATE:
IFB Issued	September 30, 2026
Pre-Bid Site Visit Period	October 5 – 9, 2026
Deadline for Submission of Questions	October 9, 2026; 5:00 PM CT
Deadline for Submission of Bids	October 5, 2026; 2:00 PM CT

2. PRE-BID SITE VISIT

- 2.1. Bidders are encouraged but not required to conduct a site visit prior to submitting a bid. If the Bidder chooses to make a site visit, Bidders are required to schedule and conduct the site visit between the dates specified in the solicitation schedule of events (Section II, Subsection 1). Only one person per visiting vendor is permitted on the site visit. The expected duration time is two (2) to three (3) hours, allowing time for bidders to drive the State Park to view property, inspect fences, water wells, etc. TPWD does NOT intend to schedule any additional site visits after this period; however, such may be added at TPWD's sole discretion. Attendees will be required to sign-in to document attendance.
- 2.2. Schedule Attendance: Bidders shall contact David Fischer, Park Superintendent, at 512-820-1241 to schedule attendance, obtain meeting location and driving directions. Bidders are encouraged to provide several days' advance notice to schedule attendance.
- 2.3. Bidders should make note of questions that arise during/after that site visit and submit those questions in written form by email to the point of contact listed below in Paragraph 3.1.
- 2.4. Bidders will be held to have studied the terms, conditions and specifications contained in the solicitation, and to have the opportunity to inspect the Palo Duro Canyon State Park, and to have satisfied him/herself regarding the contract to be awarded.

3. INQUIRIES

- 3.1. Point of Contact: All inquiries should be submitted in writing to Jennifer M. Robinson via email at purchasing.bidbox@tpwd.texas.gov.
- 3.2. Deadline for Submission of Questions: The deadline for submission of questions is 5:00 PM CT on the date specified in the solicitation schedule of events (Section II, Subsection 1).
- 3.3. Answers to Questions: Inquiries will result in written responses. A list of questions received with official answers will be posted on the ESD website at: <https://www.txsmartbuy.gov/esbd>. TPWD reserves the right to amend answers prior to the bid submission deadline. If Bidders do not have Internet access, copies may be obtained through the point of contact listed in Paragraph 3.1 above.

ATTENTION: *It is the responsibility of interested parties to periodically check the TPWD website for updates to this solicitation prior to submitting a bid. Bidder's failure to check the TPWD website will in no way release the selected lessee from "addenda or additional information" resulting in additional costs to meet the IFB requirements.*

4. BID RESPONSE CONTENT

Below is a summary of required bid response content. Bids submitted without this information will be evaluated accordingly. TPWD reserves the right, in its sole judgment/discretion, to waive minor technicalities and errors in the best interest of the state.

- 4.1. **BID PROPOSAL:** Bidder must complete and submit *Page 8, Section III – Bid Proposal*, including:
 - (a) Price bid per Animal Unit Month,
 - (b) Amount of enclosed check/money order submitted as deposit,
 - (c) Bidder name, address and contact information, and
 - (d) Bidder signature.
- 4.2. **GRAZING LEASE:** Bidder to complete and submit “*Lessee Name*” in the blank on *Page 9, Section IV - Grazing Lease*.
- 4.3. **DEPOSIT AMOUNT:** Bidder to complete and submit the “*Lessee Deposit Amount*” in the blank on *Page 16, Section IV – Grazing Lease*.
- 4.4. **LESSEE NOTIFICATION INFORMATION:** Bidder to complete and submit “*Lessee Information*” in the blanks on *Page 18, Section IV, Subsection 10 - Notice Information*.
- 4.5. **LEASE DEPOSIT:** Each bid must be accompanied by a Certified Check, Bank Money Order, or Cashier's Check made payable to “**TPWD / Palo Duro Canyon State Park Grazing**” in the amount of not less than ten percent (10%) of the total thirty-five (35) grazing months bid, as a guarantee that, if awarded the contract, the bidder will promptly enter into a lease contract and carry out its terms.

ATTENTION: Bidders are highly encouraged to double-check their calculations of the deposit amount. Any error may be grounds for disqualification of bid response.

Checks will be returned to unsuccessful bidders when the award is made. Upon award, the check from the successful bidder will be deposited into a designated State account and held as a lease deposit to be refunded at the end of the lease. Deposit refund is contingent upon property/facilities being left in good condition. If repairs are necessary, the deposit will be held until such time as repairs are made by the Lessee.

- 4.6. **BIDDER QUALIFICATIONS:** *Bid to include evidence to support bidder's qualifications (Exhibit A – Bidder Qualifications)*, including experienced as stockman and range resource manager, and that such experience includes personal supervision of all ranching operations, including grazing management. Past experience, knowledge of native plant communities and an appreciation of resource stewardship will be contributing factors in evaluating the bid and making the award. Other evidence of particular experience may be required.

5. BID DUE DATE / DEADLINE

To be considered, bids must be received **NO LATER THAN 2:00 PM CT** by the date specified in *Section II, Subsection 3.1*, in the office of **Texas Parks and Wildlife Department, Purchasing & Contracting Building C1, 4200 Smith School Road, Austin, Texas 78744**.

6. NUMBER OF COPIES OF BID

Bidder shall submit one (1) original signed bid with the forms provided in this solicitation. Bidder should refer to *Section II, Subsection 4* for the list of required content to be submitted with the bid.

7. BID SUBMITTAL

Bids should be placed in a sealed envelope/package and correctly identified on the OUTSIDE FACE OF THE ENVELOPE with the following information:

- (a) Bid Opening Date,
- (b) IFB 802-27-68451, and
- (c) Name and address of the bidder.

It is the Bidder's responsibility to appropriately mark and deliver the IFB to TPWD by the specified date.

8. DELIVERY OF BIDS

- 8.1. Bids shall be submitted to TPWD by one of the following methods.

U.S. Postal Service	Overnight/Express Mail
Texas Parks & Wildlife Department Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744	TPWD – Mail Room Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744 Hours: 8:00 AM to 5:00 PM
Responses must be date stamped in Purchasing & Contracting prior to the due date and time.	

- 8.2. Telephone, emailed, or faxed bids will NOT be considered.

9. CONTRACT AWARD

- 9.1. Contract award will be made to the qualified bidder submitting the highest price per Animal Unit Month (AUM).
- 9.2. TPWD reserves the right to reject any or all bids and waive any or all formalities in connection therewith.
- 9.3. TPWD reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the IFB.
- 9.4. Each bidder will be held to the specifications of the contract, an opportunity to conduct a site visit of Palo Duro Canyon State Park grazing area, and to have discussed the terms and conditions of the contract with the Park Superintendent and Assistant Park Superintendent.

SECTION III: BID PROPOSAL

The undersigned offers and agrees to lease for grazing purposes portions of the Palo Duro Canyon State Park located in Randall and Armstrong Counties, Texas, as cited in the attached lease terms and conditions and specifications, for a term to begin upon date of award, and end September 30, 2031, for the sum of:

\$_____ per Animal Unit Month (AUM) payable as set out in the terms and conditions and specifications of this lease contract, resulting in a total bid of \$_____. Total bid shall be computed by multiplying the bid price per AUM times 200 (minimum AUM) times thirty-five (35) grazing months for the initial contract term.

Enclosed please find a Certified or Cashier's Check or Bank Money Order in the amount of: _____ Dollars \$_____ which is 10% of the total bid. The check or money order is payable to **"TPWD / Palo Duro Canyon State Park Grazing"**. The check is to be retained by Texas Parks and Wildlife Department (TPWD) until the contract is awarded, and in the event, I am the successful bidder, it will be deposited by TPWD into a designated State account and held as a lease deposit to be refunded at the end of the lease. Deposit refund is contingent upon property/facilities being left in good condition. If repairs are necessary, the deposit will be held until such time as repairs are made by the Lessee.

The undersigned certifies that he has visited the grazing area, reviewed the conditions of the fences, watering facilities, roads, and other factors pertaining to grazing of livestock on the area. The undersigned further certifies that he has read and fully understands and agrees to all the terms and conditions pertaining to this grazing lease. The undersigned also agrees that his bid shall be available for acceptance for 60 calendar days from the date set herein for receipt of bids and a written notice of his bid mailed or otherwise furnished to him within the time for acceptance shall result in a binding lease agreement without further action by either party.

_____ Firm or Company Name	_____ Bidder's Signature	_____ Date
_____ Address	_____ Type or Print Signer's Name	
_____ City, State, and Zip Code	_____ Telephone	_____ Email

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any other person engaged in such line of business."

CONTRACT AWARD

By Lessor's signature below, a binding contract exists between the State of Texas and Bidder. The contract shall consist of the above Bid and all of the Terms and Conditions contained in the Invitation for Bid.

The above bid is accepted as follows: _____ _____ _____ _____	Contract No. _____ Date of Award: _____ LESSOR: <u>Texas Parks & Wildlife Department</u> BY: _____ TPWD Purchasing & Contracting
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SECTION IV: GRAZING LEASE

PALO DURO CANYON STATE PARK

This Grazing Lease ("Lease") is entered into by and between Texas Parks & Wildlife Department ("Lessor"), an agency of the State of Texas, and _____ ("Lessee"), collectively referred to herein as the Parties.

1. INTRODUCTION

WHEREAS, Lessor is the owner of the Palo Duro Canyon State Park ("Park"), located in Randall and Armstrong Counties, Texas; and

WHEREAS, the Park is a public recreation area where livestock grazing is used in different grazing schemes as a tool to manipulate the habitat favorably for wildlife, to enhance and promote plant diversity, to serve as a demonstration for ranchers in conjunction with wildlife resources, and to provide revenue to Lessor; and

WHEREAS, Lessee submitted a complete bid package and deposit in response to Invitation for Bid No. 802-27-68451 for this Lease, which bid package is attached hereto as Exhibit A, and incorporated herein for all purposes; and

WHEREAS, Lessor has determined that Lessee has submitted the highest qualified bid and/or that Lessee's bid provides the best value to Lessor.

NOW THEREFORE, for and in consideration of the premises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, and pursuant to the authority provided by Texas Parks and Wildlife Code, §12.008, by execution of this Lease, the Parties hereby agree that Lessor has leased and let, and hereby leases and lets to Lessee for cattle grazing purposes, subject to the terms and conditions contained herein, designated portions of the Palo Duro Canyon State Park ("Park"), located in Randall and Armstrong Counties, Texas, containing approximately three thousand four hundred sixty-five (3,465) acres, which Park is more particularly described on the map attached hereto as Attachment B, and incorporated herein for all purposes.

2. TERM OF LEASE

- 2.1. Term of Lease. The initial term of this Lease shall begin upon award, and continue through September 30, 2031, unless sooner terminated under the terms of the contract. Actual grazing periods for subsequent years will begin on October 1st and end April 30th of each year. See Attachment A for a Tentative Grazing Schedule for the initial term.
- 2.2. Renewal Option. Contract may be renewed for up to one (1) additional five (5) year term, or until September 30, 2036, provided both parties agree in writing prior to contract expiration date. Renewal contract term and any extensions shall be in accordance with the original terms and conditions plus any approved changes.
- 2.3. Additional Pasture Availability. In the event additional pastures not specifically covered by this lease agreement are made available for grazing, the Lessor retains the right to award this additional acreage to the Lessee, by mutual written agreement, at the same rate for the same time period as previously bid or seek additional bids and award a separate contract.

3. GRAZING OPERATIONS

Stocking rates, allowable Animal Unit Months (AUM), and grazing alternatives will be presented to Lessee prior to October 1st of each year.

- 3.1. Animal Units: One (1) Animal Unit (AU) is considered to be a mature cow (1,000 lb.) or the equivalent

based upon an average daily forage consumption of 26 pounds of dry matter. Cows with a nursing calf count as one (1) AU. Stocker class animals/yearlings will count as one-half ($\frac{1}{2}$) AU, not to exceed 500 pounds of body weight upon entry. Bulls, steer, or horses count as one and one quarter ($1\frac{1}{4}$) AU. This formulation represents the general condition in calculating Animal Units. Exceptions, if any, to this method shall be described in specifications and special conditions herein, and if so described, shall prevail.

- 3.2. Animal Unit Month: An Animal Unit Month (AUM) is one AU on the Area for all or a portion of one month during the annual grazing season.
- 3.3. Stocking Rate: The Park Superintendent shall establish the basic stocking rate, in AU, for each grazing period. The minimum stocking rate is two hundred (200) AU. (Note: Projected stocking rate for first year is 200 AU.) This rate may be changed at the option of Park Superintendent to include additional AU's if range improvement permits, or to fulfill research and management needs. The basic stocking rate may be decreased at the option of the Park Superintendent up to total removal of all livestock in the event of drought, forage depletion or changes in range conditions, research and management needs. Range conditions will be monitored by the Park Superintendent. Annual forage production will be measured in September of each year. Annual forage production and the allowable stocking rate will vary from year to year.
- 3.4. Stocking Rate Changes: Stocking rate changes will normally be made at the beginning of the grazing period of each year, with the Lessor giving the Lessee thirty (30) days' written notice of any mandatory increase or decrease in stocking rates. The basic stocking rate may be decreased at the discretion of TPWD up to the total removal of all livestock in the event of drought, forage depletion or changes in range conditions, research, and management needs. The Park Superintendent shall also provide a copy of any notification of changes in stocking rates to the TPWD Purchasing Department.
- 3.5. Grazing Period: Grazing period will begin each year on October 1st through April 30. A grazing period of less than three (3) months in duration is not recommended, except with prior approval from the Park Superintendent. The Park Superintendent may, at his discretion, request the Lessee to decrease the grazing season period depending on the park's management goals, research needs, or unforeseen factors such as drought, wildlife, etc.
- 3.6. Grazing Pressure: Grazing pressure shall be constant from month to month with regard to the number of AU's applied to each pasture.
- 3.7. Herd Make-Up Adjustments: Any herd make-up adjustments requested by the Lessee requiring or resulting in a temporary deviation from the set stocking rate must be submitted to and approved by the Park Superintendent in writing.
- 3.8. Number of Herds: Livestock shall be run in one (1) herd (Attachment A), unless directed otherwise, in writing by the Park Superintendent.
- 3.9. Inventory of Cattle: Lessee shall complete an annual inventory of cattle each year and present the results to the Park Superintendent for review on or before October 1 of each year. A monthly accounting of animal units shall be recorded by Lessee and be available by the 5th day of each month if requested by the Park Superintendent. Animals removed, added and total number of animals shall be provided on a monthly basis. All inventory reports will include identifying markings (ear tag number and color, etc.) of each individual animal.
- 3.10. Notification: Lessee will notify Park Superintendent prior to working livestock or confining livestock for spraying, inspection, etc.
- 3.11. Grazing and Distribution of Cattle: The Lessor desires the benefits from a high intensity, low frequency grazing program. The Lessee will work with Lessor to safeguard against overgrazing or

under grazing pastures and/or sites. The Lessor reserves the right to restrict the number of animals on any individual pasture as well as the duration of the grazing period. Grazing periods for each pasture may change annually and will depend upon rainfall, growth rate, diversity of plants, size of pastures, water availability, the specific objectives established for various habitats and vegetative types, and management and research objectives of the Park.

- 3.12. Livestock Rotation: Livestock rotation will be completed within three (3) days following verbal or written notice from the Lessor.

Livestock rotation will be completed by Lessor as stipulated by the grazing schedule. Livestock will be trailed to move or rotate between pastures by the “sound-reward” method (i.e. sound horn, siren, whistle, etc. Reward: feed, fresh grass, supplement, etc.) Any livestock that do not become trained to movement between pastures by the “sound-reward method will be rounded up and removed from the Park by the Lessee. Replacement cattle will be placed in small pastures and be trained to “sound-reward” method prior to releasing with the existing herd. All cattle will be maintained in a single herd and will be rotated between pastures on an average if every 3-7 days throughout the year. Lessee will supply a minimum of one ton of feed (cubes) to be kept on the Park at all times to provide for “sound-reward” method.

- 3.13. Calving Period. The desired calving period will be December – February. As such, bulls will be placed with cows, at a ratio of 1 bull per 20 cows, during the period of March – May of each year. Outside of the breeding period, bulls will be removed from Palo Duro Canyon State Park. Breeding bulls will not be considered toward the total number of animal units during the breeding period. If any bulls remain with cows beyond the desired breeding season, Lessee will take appropriate steps as determined by the Park Superintendent, which may include palpating of cows to ensure all cows will calve during the desired calving period. All short-bred cows must be removed and replaced with cows that will calve during the desired calving period. Should the Lessee desire a different calving season, they shall notify the Park Superintendent in writing, and it shall be at the discretion of the Park Superintendent to change the breeding dates, however, the 3-month limit will apply.
- 3.14. Identification of Cattle: Cattle pastured on the Park covered by this lease contract must be marked so as to be easily identifiable. The Park Superintendent may require ear tags or branding or both.
- 3.15. Sale or Removal of Cattle: When any animal is removed from the Park the Lessee will record the identification number, and date of removal and report to the Park Superintendent in the monthly report. Also, animals found dead will be reported to the Park Superintendent with a cause of death statement. Replacement animals added to the herd will be reported to the Park Superintendent with corresponding identification information. The Lessee is solely responsible for the capture, containment, and removal of individual animals to be culled or needing additional attention.
- 3.16. Lessee Response Time: The Lessee or his/her representative must be able to physically respond on site within a twenty-four (24) hour period. Should the successful bidder choose to hire a representative, contact information for this individual must be supplied to the Park Superintendent. Any time the Lessee is not present or readily accessible to resolve any issue, the Lessee's representative shall be empowered to make decisions on behalf of the Lessee.
- 3.17. Culling and Replacement: Cattle will be culled and replaced when undesirable conditions are discovered, and when culled, will be replaced by an equal number. All cattle that do not become trained to containment within the confines of electric or other net and barbed wire fences and cattle guards will be culled. All livestock targeted for culling through written or verbal notification by the Lessor will be removed by the Lessee. Lessee is solely responsible for the capture, containment and removal of individual animals to be culled or needing additional attention.
- 3.18. Straying, Mixing, and Escape of Cattle: All cattle shall be maintained on the assigned pasture(s) at all times. Recovery and return of lost, escaped, strayed, or stolen livestock will be the responsibility

of the Lessee. In the event that lost or strayed livestock is believed to be on portions of the Area not covered under this contract, the Lessee must obtain permission from the Park Superintendent to search for lost animals. Should mixing or escape of cattle occur, the Lessee will be responsible for restoring cattle to their assigned pastures within five (5) days after mixing or escape is discovered, or notification is given. Livestock will be checked at least once weekly by Lessee or Lessee's representative.

- 3.19. Supplemental Feeding Required. Salt and minerals must be provided free choice year-round with location stipulated by Park Superintendent and agreed upon by Lessee. Lessee shall supply all supplementary feed, salt, and minerals, at Lessee's expense. Placement of salt, mineral and supplements shall be performed by the Lessee to ensure proper stock distribution, to protect areas from spot grazing and to ensure proper animal impact on the area in accordance with guidelines provided by the Park Superintendent. The supplements may be stored on-site at the discretion of Park Superintendent.
- 3.20. Daily Log: A daily log shall be maintained by the Lessee as to the amount and type of supplement furnished to livestock and provided to the Park Superintendent upon request.
- 3.21. Animal Health. Lessee will furnish all veterinary services, supplies, medicines, and labor as needed to manage all livestock involved in this Lease, excluding animals owned by the Lessor or Lessor's invitees. Animals stocked under this Lease must have tested negative for brucellosis prior to introduction to the Area and must be derived from a brucellosis free herd. In the event of an epidemic, all livestock will be handled as directed by the State agency having jurisdiction.
- 3.22. Temporary Fencing and Structures: Lessee may erect such temporary pens, sheds, storage buildings, fenced traps, and feed troughs as may be necessary to properly handle and manage the cattle assigned to the Park only after obtaining written permission from the Park Superintendent. The Park Superintendent must approve the location of all structures. The Park Superintendent may require disassembly and relocation of these structures at any time during the term of the lease and their removal at the termination of the lease.
- 3.23. Lessee Equipment/Materials: Lessee will not be permitted to store or frequent the Park with any equipment or materials not needed in the management of cattle assigned to the Park or for haying operation of the Park.
- 3.24. Permanent Obstructions: Lessee will not be permitted to place permanent obstructions (barriers or gates) in cattle guards.
- 3.25. Horses: If approved by the Park Superintendent, Lessee may utilize horses to work cattle as necessary.
- 3.26. Dogs: Dogs may be used to work cattle with prior approval from the Park Superintendent; however, all dogs must be confined when not involved in working cattle.
- 3.27. Cow-Cattle Operation: Lessee will be restricted to placing only cattle and horses on the Park. This is to be cow-calf cattle operation and cattle shall be good quality breeds and/or crosses. Grazing by stocker class animals may be used to accommodate research projects.
- 3.28. Work Schedule: Lessee will be permitted to move and/or work cattle during daylight hours, seven days per week. Lessee shall coordinate with Park Superintendent twenty-four (24) hours in advance if work will occur on days the Park host public hunts. The Park Superintendent reserves the right to delay moving and/or working of cattle if it is anticipated to interfere with public hunts. Public hunt schedules will be provided by the Lessor to the Lessee annually.
- 3.29. Mineral Rights: It is understood that this surface lease is taken subject to the rights of the mineral estate owners or their agents to use the surface to the extent reasonably necessary to recover the

minerals.

4. REPAIRS AND MAINTENANCE

- 4.1. Lessee Responsibilities: The Lessee shall be responsible for the routine maintenance, repair, replacement and general upkeep of the leased Park and improvements, in support of cattle grazing thereon, including but not limited to fencing and feeding and watering improvements, and shall bear all costs incurred in the performance thereof, including but not limited to labor and materials, unless such costs are specifically agreed to in writing by Lessor.
- 4.2. Maintenance and Repair Log: Lessee shall maintain a daily log of all repairs and maintenance accomplished and shall include the log in a monthly report to the Park Superintendent. The log shall include information relating to the repair or maintenance, including date, location, type of work, materials expended and cost.
- 4.3. Fencing: The term “fencing” has the meaning of any device on the Park intended to constrain, confine, or turn cattle and includes, but is not limited to, boundary, perimeter and cross fences of all types of construction, gates, working pens, chutes, corrals, water gaps and cattle guards, whether existing at the inception of this Lease or constructed during the term of this Lease.
- 4.4. Fencing Maintenance: Normal maintenance of fencing shall include but is not limited to replacement of missing staples and broken wire, re-stretching of wire, replacement of missing or broken posts, stays, and boards, repair/maintenance of gates, working pens, cattleguards and water gaps, including the regular cleaning out of cattleguards.
- 4.5. Inspection and Maintenance: It shall be the Lessee's responsibility to ensure that existing perimeter and cross fences are in such a state of repair, prior to the introduction of livestock, as to restrain grazing livestock to the leased property and to the scheduled grazing compartments. Also, the Lessee shall assure that any cattle guards are maintained to keep livestock contained.
- 4.6. Feeding and Watering Improvements: Feeding and watering improvements refer to any of the following: windmills, water pumps, wells, windmills, stock drinking tubs, water and feed troughs and tubs, storage tanks, plumbing pipes and fixtures and electrical wiring and fixtures supplying these improvements, whether existing at the inception of this Lease or constructed during the term of this Lease. All of the above shall be maintained in good operating condition at the expense of the Lessee. Routine maintenance will include but is not limited to cleaning of troughs as needed, maintenance of floats and valves, water lines and valve boxes as well as submersible and in line pumps and any other needed service. No watering facility will remain in non-operating condition for more than twenty (20) days.
- 4.7. Road Maintenance: The Lessee will not make any new roads or trails on the Park without prior approval of the Park Superintendent. If required, road maintenance practices by mechanical means will be subject to the following guidelines.
- 4.8. Lessee will coordinate all planned road maintenance activities and practices with Park Superintendent.
- 4.9. Lessee will arrange to have any required brush or tree dozing carried out by means of his own dozer and a hired operator or by a qualified conservation contractor. In either case, the equipment shall be appropriate for the task and the operator shall be familiar with the equipment and the type of work to be done.
- 4.10. The cost for road maintenance and associated brush or tree clearing shall not exceed the average cost typical for the area and the type of work being done.
- 4.11. Large, tree-type mesquites, as well as woody species that have value for wildlife (e.g. hackberry,

sumac, agarita, oak, etc.) will not be tree dozed without advance permission from the Park Superintendent or Park Resource Manager. The clearing operation will be directed primarily toward a multi-stem mesquite and the smaller juniper.

- 4.12. The road maintenance operations will be carried out only when soil conditions are favorable. Wet conditions will result in unnecessary turf disturbance and soil compaction.
- 4.13. Known archeological sites shall not be disturbed. Should other new sites be revealed during the dozing operation, work in that particular area will cease, the site will be located on a map, and the Park Superintendent will be notified promptly. Tree dozing can continue on the area well away from the archeological site. Care should be exercised when dozing near playa lakes, water courses, knolls, side canyons, canyon rims, springs, etc. since these locations often contain archeological remains.
- 4.14. All Costs: All work performed, and all materials, supplies, parts, components, equipment, or tools used, applied, or installed shall be supplied by the Lessee at his expense and shall be of high quality and good workmanship. Lessor reserves the right to inspect and to accept or reject any work performed under the terms of this Lease.
- 4.15. Property Conditions: Pastures and improvements shall be in as good or better condition at the end of the lease as they are at the beginning, as determined by the Park Superintendent, and with consideration given to normal wear.
- 4.16. Property Damages – Not Caused by Lessee: Pastures and improvements that are destroyed by fire, windstorm, or other natural events or manmade events beyond the control of the Lessee and his representatives, or that are destroyed by the operations of the Lessor, will be replaced by the Lessor, at the Lessor's expense and option.
- 4.17. Property Damages – Caused by Lessee: Pastures and improvements, and any other property of the Lessor, that is damaged or destroyed by actions, inactions, or operations of the Lessee or his representative, shall be repaired or replaced by the Lessee at his expense, and subject to acceptance by the Lessor.

5. ACCESS TO LEASED AREA

- 5.1. Lessee and Lessee's employees shall have access to only that portion of the Park included in this Lease, and only for the purpose of conducting the grazing operations authorized herein. Access to other areas for performance of work related to this contract shall be provided on a case-by-case basis as authorized by the Park Superintendent.
- 5.2. Lessee shall not have the use of any buildings, equipment, or materials owned by Lessor, except with the written consent of the Park Superintendent. (Note: TPWD has a set of portable livestock working pens that can be used by lessee for working livestock on the Area. Lessee would be responsible for maintenance of these portable pens.)
- 5.3. Neither the Lessee nor any employee or agent of Lessee shall reside on the Park.
- 5.4. Neither the Lessee, nor any employee, or agent of the Lessee shall be permitted to hunt or fish on park property, except as the Park Superintendent may permit, in connection with a program giving similar access to the public.
- 5.5. The Lessee, his employees or agents shall not allow invitees or guests access to the Park.
- 5.6. Lessor reserves the right to enter upon the Park at any time for any purpose as may be deemed reasonably necessary by Lessor.
- 5.7. Lessor reserves the right to allow public hunting and other public use activities such as field trials,

tours, camping, bird watching, hiking, or other such activities usually enjoyed by the public on the Park at any time necessary or desirable. The Lessor will give proper notification to the Lessee and care will be taken to avoid the Lessee's livestock operation.

- 5.8. Lessor reserves the right to conduct prescribed burn activities on any and all portions of the Park, including those pastures leased herein. These activities may include the dozing or disking of fire lanes through pastures, the rotation of stock into or out of certain pastures at certain times, and the actual burning of certain blocks. It is Lessor's intention that these activities do not reduce the pasture available to the Lessee. However, any reduction in available pasture will be administered as provided herein. Lessor reserves the right to require grazing deferment to ensure fuel quantities are adequate to meet prescribed burn management objectives.
- 5.9. Lessor reserves the right to carry on any and all types of work, study, maintenance, research, or any other activity, as may be deemed necessary or desirable by Lessor.

6. CARE OF STATE PROPERTY

- 6.1. Lessee agrees to commit no waste on the Park and further agrees to repair or replace any Lessor property that is injured or damaged by the Lessee or by the Lessee's representative, agent, or livestock.
- 6.2. Litter shall be removed from the Park or be disposed of only in areas designated by the Park Superintendent. The grazing area will be kept clean of all food sacks, cans, bale twine or wire, and other debris or trash that results from Lessee's activities.
- 6.3. Lessee may not remove any property, soils, plants, cultural resources, fish or wildlife, from the Park except as normally allowed to the general public.
- 6.4. All travel, to and from the lease area, shall be on designated roads or on routes and by vehicle type and means outlined and approved by the Park Superintendent.
- 6.5. Vehicles with catalytic converters will park only on roads and hard areas. Vehicles fitted with catalytic converters are prohibited from parking on grassy areas.
- 6.6. Displays or advertisements of commercial products will not be placed on leased land.
- 6.7. Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, objects of antiquity. Lessee shall obtain the approval of the Park Superintendent prior to commencing any soil excavation or any other activity that could expose or endanger any cultural artifacts. Lessee shall upon the discovery of any cultural artifacts immediately notify the Park Superintendent of the discovery and cease all activities in the area surrounding the artifacts until receiving from the Park Superintendent permission to proceed.
- 6.8. The use of herbicides and/or poisons will not be permitted except as approved by the Park Superintendent. The use of herbicides and/or poisons, if permitted, will comply with all state and federal regulations regarding their use and disposal of containers.
- 6.9. The Lessee shall not burn any pasture, field margin, or field, etc. except as authorized in writing by the Park Superintendent. In the event a wildfire occurs and is witnessed by Lessee, the Lessee shall attempt to contain and suppress the fire, if safe to do so, and shall inform the Area staff as soon as possible.
- 6.10. No construction, land surface modification, brush control, or land management practices are permitted except as specifically authorized by the Park Superintendent.

7. PAYMENT TO LESSOR

- 7.1. Deposit: Lessee submitted a deposit in the amount of \$ _____ as part of the bid package. This deposit is equal to 10% of the cost per AUM bid by Lessee, multiplied by 200 AU's per month, multiplied by the number of months during the grazing periods for the initial term of this Lease (AUM bid x 200 AU x 35 months x 10%). This deposit will be held by Lessor as a lease deposit to be refunded at the end of the lease. Deposit refund is contingent upon property/facilities being left in good condition. If repairs are necessary, the deposit will be held until such time as repairs are made by the Lessee.

Renewal option, when exercised by either party, will automatically hold the deposit check for payment of the new ending lease period. Lessee agrees to maintain the annual regular payments until the new lease period ends on September 30, 2036.

- 7.2. Lease Payments: Separate Lease payments shall be made for each grazing period during the term of this Lease according to the schedule provided herein. The amount of each payment shall be equal to the price per animal unit bid by Lessee, multiplied by the AU stocking rate, determined by the Park Superintendent as provided herein, multiplied by the number of months in the grazing period. Lessee will confirm with the Park Superintendent the amount due on each payment date. Each check shall be made out to "TPWD / Palo Duro Canyon State Park Grazing", shall include the contract number, and shall be accompanied by a cover letter indicating the check is payment for a grazing lease at the Palo Duro Canyon State Park. The check and cover letter shall be addressed to: Texas Parks and Wildlife Department, Attn: CASHIER; 4200 Smith School Road; Austin TX 78744.

- 7.3. Payment Schedule – Initial Term:

- 7.3.1. On effective date of contract, for period ending September 30, 2027.
- 7.3.2. On or before October 1, 2027, for period ending September 30, 2028.
- 7.3.3. On or before October 1, 2028, for period ending September 30, 2029.
- 7.3.4. On or before October 1, 2029, for period ending September 30, 2030.
- 7.3.5. On or before October 1, 2030, for period ending September 30, 2031.

- 7.4. Payment Schedule – Renewal Term:

- 7.4.1. On or before October 1, 2031, for period ending September 30, 2032.
- 7.4.2. On or before October 1, 2032, for period ending September 30, 2033.
- 7.4.3. On or before October 1, 2033, for period ending September 30, 2034.
- 7.4.4. On or before October 1, 2034, for period ending September 30, 2035.
- 7.4.5. On or before October 1, 2035, for period ending September 30, 2036.

- 7.5. Alternative Payment: The Park Superintendent may, at their option, require the Lessee to provide goods and/or services as total or partial payment for the annual grazing lease payment. These goods and/or services may include, but are not limited to materials, supplies, labor to provide improvements, such as brush management, range seeding, road construction, fireguard preparation, etc. which are necessary for the construction and/or maintenance of the property. The materials, supplies, or services accepted may be assigned a value no greater than that which the Lessor would have been authorized to pay for them in bona fide purchase. The Lessor will assist the Lessee in obtaining and assigning the value of these materials, supplies, or services. Invoice, purchase orders, canceled checks, and other appropriate documentation will be presented to the Park Superintendent as evidence of the cost of goods and/or services provided.

- 7.6. The Park Superintendent and Lessee will develop a schedule of proposed goods and/or services to carry out this work in a timely manner. The Park Superintendent will determine what percentage of the grazing lease payment will be used for goods and/or services each year and how that service cost will be deducted from the lessee's current or upcoming lease payment.

- 7.7. The Park Superintendent, at their discretion, may assess a performance security by withholding 5%

of the estimated project cost to be credited towards the current year's grazing payment. Upon completion of the scheduled project, the security deposit will be credited to the grazing payment.

- 7.8. All improvements, permanent structures, and facilities constructed under the goods and services provision of this lease agreement will become the property of, and be retained, by the Lessor at the termination of this lease period.
- 7.9. If the services of an independent archeologist are required for cultural clearance prior to any construction, maintenance or improvement project, TPWD will hire the archeologist and provide notice to the Lessee when clearance with the work has been obtained.
- 7.10. It is expressly noted that work performed under this section in exchange for reduction in grazing lease payments DOES NOT INCLUDE maintenance and repairs to fencing, stock, and water facilities as are required in performance of the lease as specified in Section IV, Subsections 4 and 6 above.

8. TERMINATION

- 8.1. This Lease may be cancelled by Lessor, without penalty, either in whole or in part, if any subsequent law or regulations prohibit Lessor from continuing its performance under any term of this Lease.
- 8.2. This Lease may be terminated by Lessor if Lessee violates any provision herein and fails to cure or correct the violation within thirty (30) days after receipt of written notification thereof by Lessor.
- 8.3. Pastures and improvements shall be in as good or better condition at the end of the Lease as they are at the beginning, as determined by the Park Superintendent, and with consideration given to normal wear or unforeseen natural disaster. In the event of flood, wildfire, or other natural disaster, the Lessor will be responsible for replacement and repair of Lessor's property, and Lessee shall be responsible for Lessee's property damage and/or loss.
- 8.4. Removal of property. The last day for removal of Lessee's property from the Park is thirty (30) days following termination or cancellation date set forth by the termination notice.

9. INDEMNIFICATION

The Lessee shall **DEFEND, INDEMNIFY and HOLD HARMLESS**, the State of Texas, its officers and employees, and Lessor, its officers, employees, directors, volunteers, agents and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses (including but not limited to attorney's fees and courts costs), fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind or nature, including but not limited to those related to personal or bodily injury, death and property damage, made upon Lessor, directly or indirectly arising out of, resulting from or related to the activities to be carried out pursuant to this Lease, including any acts or omissions of the Lessee or any officer, agent, director, representative, employee, consultant, subcontractor or supplier of the Lessee in the execution or performance of this Lease. Lessee shall coordinate its defense with the Texas Attorney General as requested by Lessor.

10. GENERAL PROVISIONS

- 10.1. Notices. All notices required or permitted to be given hereunder, or given in regard to this Lease by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, fax transmission or e-mail, when delivered in person or the transmission or the e-mail is received at the address, fax number or e-mail address set forth hereinafter for the party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Any party may change its address, fax number or e-mail address for notices by giving five (5) days advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses,

fax numbers and e-mail addresses for notices hereunder are as follows:

If to Lessor: David Fischer– Park Superintendent
Texas Parks & Wildlife Department
Palo Duro Canyon State Park
11450 Park Road 5
Canyon, TX 79015
Telephone: 512-820-1241
E-mail: david.fischer@tpwd.texas.gov

With a copy to: Purchasing & Contracting
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, Texas 78744
Phone: 512-389-4721
Fax: 512-389-4677
E-mail: Purchasing@tpwd.texas.gov

If to Lessee: Contact: _____
Firm: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
E-mail: _____

- 10.2. Insurance. Contractor shall procure and maintain during the entire period of their performance under this contract, the following minimum insurance:

Type of Insurance	Each Occurrence/Aggregate
Workers Compensation	Statutory
Commercial General Liability	\$500,000 Aggregate

Prior to the commencement of the job and no later than ten (10) days following award, the Lessee shall furnish to TWPDP, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. The certificate of insurance shall be sent to:

Jennifer M. Robinson / Purchasing and Contracting
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, TX 78744
Or may be faxed to 512-389-4677, or emailed to Purchasing.BidBox@tpwd.texas.gov

Note: Worker's Compensation is required for an "employer" (a person who employs one or more employees). If Bidder has no employees, such insurance is not required. If Bidder claims they have no employees, TPWD will require a statement to that fact.

- 10.3. U.S. Department of Homeland Security's E-Verify System:

10.3.1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- All persons employed to perform duties within Texas, during the term of the Contract; and
- All persons (including subcontractors) assigned by the Bidder to perform work pursuant to the Contract, within the United States of America.

10.3.2. The Lessee shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attached to the Form I-9 for the three most recent hires that meet the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

10.3.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Lessee shall also be responsibility for the costs of any re-solicitation that the state may undertake to replace the terminated Contract.

- 10.4. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. Furthermore, this Lease is performable in Travis County, Texas and the parties agree that in the event of any dispute concerning this Lease, venue for any cause of action arising out of, or having to do with, this Lease shall be, and is, in Travis County, Texas.
- 10.5. Partial Invalidity. If any provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 10.6. Modifications. Any alteration changes or modification hereof, in order to become effective, shall be made by written instrument or endorsed hereon and, in each such instance, shall be executed on behalf of each party hereto. No act or omission of any employee or agent of either party shall alter, change or modify any of the provisions hereof.
- 10.7. Assignment. The Lessee shall not be entitled to assign this Lease, either in whole or in part or voluntarily or involuntarily by operation of law, without the prior written consent of Lessor, which consent may be withheld with or without cause. The Lessor shall be entitled to assign this Lease, either in whole or in part, as and when desired.
- 10.8. Section Headings. The section headings in this Lease are for convenience and reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions.
- 10.9. Waiver. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same of any other provision. Either party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's express written consent to or approval of any subsequent act by the other party.
- 10.10. Authority. Each individual executing this Lease on behalf of Lessee and the Lessor represents and warrants that he/she is duly authorized to execute and delivery this Lease on behalf of Lessee and the Lessor, and that this Lease is binding upon Lessee and the Lessor in accordance with its terms.
- 10.11. Entire Lease. This Lease sets forth the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, member, agent, employee or representative of Lessee or Lessor. Nothing herein expressed or so implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successors and assigns, any rights or remedies under or by reason

of this Lease.

10.12. Effective Date. This Lease shall become effective and in full force only when duly and properly executed, authorized and delivered by the parties hereto.

10.13. Default.

10.13.1. The Lessor may, subject to the provision of 10.14.2 below, by written notice of default to the Lessee, terminate this contract in any one of the following circumstances:

- If the Lessee fails to perform the services within the time specified herein or any extension thereof, or
- If the Lessee fails to perform any of the other provisions of this contract or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Lessor may authorize in writing) after receipt of notice from the Lessor specifying such failure.

10.13.2. In the event the Lessor terminate this contract as provided in provision 10.14.1, the Lessor may procure upon such terms and in such manner as the lessor may deem appropriate, services similar to those so terminated and the Lessee shall be liable to the Lessor for any excess costs and lost revenues for such similar services.

10.13.3. The Lessee shall not be liable if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Lessee. Such causes may include, but are not restricted to, acts of God, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Lessee.

10.14. Breach of Contract. Any violation of any of the terms and conditions of this contract by the Lessee shall be grounds for the cancellation and termination of this contract at the option of the Lessor.

10.15. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by TPWD and the Bidder to resolve all disputes arising under this contract. The Contractor shall comply with such rules, as revised from time to time.

10.16. Expiration of Contract. At the expiration and/or cancellation of this contract, the Lessee shall promptly and peaceably vacate the whole of said premises, remove all livestock, pens, sheds, and equipment belonging to Lessee and surrender possessions of said premises to the Lessor no later than the last day specified in this contract. In the event the contract is canceled by case prior to the expiration date, Lessee shall be permitted a period not to exceed thirty (30) days in which to move all livestock and other properties owned by Lessee from leased premises.

11. ADDITIONAL SPECIFICATIONS AND SPECIAL TERMS AND CONDITIONS:

Should there be a conflict between the following specifications and those listed above, the following specifications shall have preference and will prevail in any such conflict.

11.1. The Palo Duro Canyon State Park grazing lease area consists of approximately 3,465 acres of native rangeland and has the following management goals:

- 11.1.1. Improve range conditions.
- 11.1.2. Promote development and expansion of native plant communities.
- 11.1.3. Improve wildlife habitat
- 11.1.4. Decrease densities of woody species such as mesquite, prickly pear and juniper.
- 11.1.5. Protect, manage and conserve natural and cultural resources,

- 11.1.6. Obtain optimum livestock production through a proper use of the available forage base.
- 11.2. Stocking rates, grazing periods and annual grazing fees will be determined by the following guidelines:
- 11.2.1. Range conditions will be monitored by the Park Superintendent. Annual forage production will be measured in September each year.
 - 11.2.2. Annual forage production in September will be used to determine the available stocking rate for the designated **grazing season, which is from October 1 to April 30 each year**. Annual forage production and the allowable stocking rate will vary from year to year.
 - 11.2.3. Stocking rates will be shown as Animal Unit Months (AUM's) allowed during the yearly October 1 to April 30 grazing season each year.
 - 11.2.4. To provide some flexibility in the grazing program the Lessee may, **with the Park Superintendent's prior approval**, graze a greater number of animal units for less than the designated seven-month grazing period. However, the total Animal Unit Months (AUM) used shall not exceed the allowable AUMs for the specified seven-month period (October 1 — April 30). **For Example:** (This example is for illustration only.) If 1330 Animal Unit Months (AUM) were allowed, the following alternatives would apply.
 - 200 Animal Units (AU) for 7 months = 1400 AUMs over standard grazing period.
- Possible alternatives representing similar grazing pressure to the pasture could be:
- 280 Animal Units (AU) for 5 months = 1400 AUMs over the shortened grazing period
 - 467 Animal Units (AU) for 3 months = 1400 AUMs over the shortened grazing period
 - 1400 Animal Units (AU) for 1 month = 1400 AUMs over the shortened grazing period
- 11.2.5. Generally, a grazing period less than three months in duration is not recommended except by prior approval of the Park Superintendent.
- 11.2.6. The allowable stocking rate, shown as Animal Unit Months (AUM), will vary from year to year based on yearly forage production in the lease area.
- 11.2.7. Park Superintendent may, at his option, request the Lessee to use less than a seven-month grazing period depending on the Park's Management goals, research needs, or unforeseen factors such as drought, wildfire, etc.
- 11.2.8. Stocking rates, allowable Animal Unit Months (AUM) and grazing alternatives will be presented to the Lessee prior to October 1 each year.
- 11.2.9. The grazing fee will be calculated prior to October 1 each year. The cost will be calculated on a pro rata basis: Bid price per AUM x number of AUM's x number of grazing months.
- 11.3. The Palo Duro Canyon State Park grazing lease area consists of three tracts known as Upper Mesquite Mesa (1,523 acres), Lower Southeast Mesa (523 acres), and Cita Canyon (1,419 acres). Grazing allocations, AUMs for the area will be provided to the Lessee by the Park Superintendent prior to October 1st each year.
- 11.3.1. Upper Mesquite Mesa (1,523 acres) and Lower Mesquite Mesa (523 acres) may be grazed separately or as one contiguous unit based on the AUM allocations for that area.

- 11.4. With proper notification and with due regard for the Lessee's livestock management program and grazing plans, the Park Superintendent may modify Lessee's grazing program according to management goals and objectives of the park. Cross fencing, prescribed burning, brush management, wildfires, drought, etc., may require modification of the Lessee's grazing program. Grazing fees will be adjusted on a pro rata basis if the AUM allocation is affected
- 11.5. The annual grazing lease payment, which will be determined prior to October 1 each year, will be made to the Texas Parks and Wildlife Department. See Section IV, Paragraph 7.2
- 11.5.1. However, the Park Superintendent may, at their option, require the Lessee to provide goods and services as total or partial payment for the annual grazing lease fee. These goods and services may include, but are not restricted to, materials, supplies, labor etc. which are necessary for the construction and/or maintenance of such improvements as brush management, range seeding, road construction, fireguard preparation, etc. The materials, supplies or services accepted may be assigned a value no greater than that which the Lessor would have been authorized to pay for them in bona fide purchase. The Lessor will assist the Lessee in obtaining and assigning the value of these materials, supplies or services. Invoices, purchase orders, canceled checks and other appropriate documentation will be presented to the Park Superintendent as evidence of cost of goods and services provided.
- 11.5.2. The Park Superintendent and Lessee will develop a schedule of proposed goods and services so as to carry out this work in a timely manner. The Park Superintendent will determine what percentage of the grazing lease fee will be used for goods and services each year and how that service cost will be deducted from the Lessee's current or upcoming lease fee payment.
- 11.5.3. The Park Superintendent, at his discretion, may assess a performance security by withholding 5% of the estimated project cost to be credited towards the current year's grazing fee. Upon completion of the scheduled project the security deposit will be credited to the grazing fee.
- 11.5.4. All improvements, permanent structures and facilities constructed under the goods and services provision of this lease agreement will become the property of, and be retained, by the Lessor at the termination of this lease period.
- 11.5.5. If the services of an independent archeologist are required for cultural clearance prior to any construction, maintenance or improvement project, Lessee will hire the archeologist and provide notice to the Lessor when clearance to proceed with the work has been obtained.
- 11.5.6. It is expressly noted that work performed under this section in exchange for reductions in grazing lease payments DOES NOT INCLUDE maintenance and repairs to fencing, stock and water facilities as are required in performance of the lease and that are already included in the lease price. See Section IV, Subsections 3, 4 and 5 above.
- 11.6. The leased premises are to be used for livestock grazing purposes only and for no other reason.
- 11.7. The Lessee does not have the right to sublease the lease area.
- 11.8. The Lessee, his employees and agents, shall have access to the grazing lease area to observe and work stock as desired, except as otherwise provided herein.
- 11.9. The Lessee is responsible for any damage caused by any stock wandering outside lease area and shall be responsible for maintaining adequate fencing to contain cattle within the leased area. Animals loose must be returned to lease area immediately after notification by the Lessor. Repeated

instances of loose animals constitute grounds for forfeiture of lease.

- 11.10. The Lessee will provide adequate livestock watering facilities upon the leased area. However, where applicable, it is understood that the Lessee will be solely responsible for the maintenance of all Lessor owned wells, windmills, and stock drinking tubs. All repairs accomplished will be with quality parts and workmanship. All repair parts required will be furnished by the Lessee as well as all labor. If a Lessor-owned windmill or tower is destroyed or damaged beyond repair by an act of nature, it will be replaced by the Lessor. Wells, towers, windmills, and water containers will be in at least as good condition at the expiration of the grazing contract as at the beginning of the grazing contract with consideration given normal wear under good maintenance conditions determined by the Park Superintendent or his designee. Anything herein to the contrary notwithstanding, it is understood and agreed that the Lessor will not be responsible for lack of water due to acts of nature or any other cause which is beyond the control of the Lessor. If additional watering facilities are necessary, the Park Superintendent and Lessee will determine the need for, and the installation of, those facilities.
- 11.11. In the event of flood, wildfire or other natural disaster, the Lessor will be responsible for replacement and repair of Lessor's property, and Lessee shall be responsible for Lessee's property damage and/or loss.
- 11.12. Litter will be disposed of only in designated areas. The grazing lease area will be kept clean of all food sacks, cans, bale twine or wire, and other debris or trash that result from Lessee's activities.
- 11.13. The Lessee will not make any new roads or trails on the grazing lease area without prior approval of the Park Superintendent.
- 11.14. The Lessee, his employees and agents shall not allow invitees or guests access to the grazing lease area.
- 11.15. The Lessee shall at his expense provide, install, maintain, and monitor two (2) rain gauges on the grazing lease area. The gauges shall be located near the east and west boundaries of the lease area. Precipitation amounts and dates of occurrence shall be recorded. The data will be furnished to Park Superintendent periodically.
- 11.16. If required under the goods and services provision described in Paragraphs 11.5.1 through 11.5.6 above, road maintenance practices by mechanical means will be subject to the following guidelines.
 - 11.16.1. Lessee will coordinate all planned road maintenance activities and practices with the Park Superintendent.
 - 11.16.2. Lessee will arrange to have any required brush or tree dozing carried out by means of his own dozer and a hired operator or by a qualified conservation contractor. In either case the equipment shall be appropriate for the task and the operator shall be familiar with the equipment and the type of work to be done.
 - 11.16.3. The cost for road maintenance and associated brush or tree clearing shall not exceed the average cost typical for the area and the type of work being done.
 - 11.16.4. Large, tree-type mesquites, as well as woody species that have value for wildlife (e.g. hackberry, sumac, agarita, oak, etc.) will not be tree dozed without advance permission from the Park Superintendent or Park Resource Manager. The clearing operation will be directed primarily toward the multi-stem mesquite and the smaller juniper.
 - 11.16.5. The road maintenance operations be carried out only when soil conditions are favorable. Wet conditions will result in unnecessary turf disturbance and soil compaction.

11.16.6. Lessee is responsible for obtaining archeological clearance and for providing the lessor with copies of the archeologist's document of clearance. Known archeological sites shall not be disturbed. Should other new sites be revealed during the dozing operation, work in that particular area will cease, the site will be located on a map, and the Department will be notified promptly. Tree dozing can continue the areas well away from the archeological site. Care should be exercised when dozing near playa lakes: water courses, knolls, side canyons, canyon rims, springs, etc. since these locations often archeological remains..

11.17. Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter

11.18. The violation of any of the terms and conditions of this contract by the Lessee shall be grounds for the termination of this contract at the option of the Lessor.

11.19. TPWD Points of Contact:

Allison Barrett, Park Resource Manager Mobile: 806-683-8142
David Fischer, Park Superintendent Mobile: 512-820-1241 Cell
Jamie Killian, Natural Resources Coordinator, Region 5 Mobile: 254-366-5011
Shannon Blalock, Director, Parks Region 5 Mobile: 806-683-8141

ATTACHMENTS: Lessee Bid Package, Exhibits A - C
Attachment A - Tentative Grazing Schedule for Palo Duro Canyon State Park
Attachment B – Palo Duro Canyon State Park Map

EXHIBIT A – Bidder Qualifications

Bidders submitting a bid must provide the following documentation with evidence of qualifications, experience and ability to provide the requested services. ***Failure to provide this information may result in the proposal being considered non-responsive.***

Bidder Name:			
Phone & Email Address:			
Number of years in business:		Number of employees:	
Provide information on background, experience, qualifications & capabilities in areas of stockman and range resource manager described herein. Attach page if needed.			
Provide information on experience with personal supervision of all ranching operations, including grazing management.			

Provide experience and knowledge of native plant communities.	
Provide present commitments for related or similar services.	
Provide list of equipment or livestock to be used for the implementation of the grazing lease. Attach page if needed. <i>(Equipment inspection, changes, approval & rejection will be at TPWD's sole discretion.)</i>	

EXHIBIT B – Response Submission Checklist

The following checklist is provided for the convenience of Bidders in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this IFB. Bidders must ensure that all mandatory requirements for this IFB are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

A completed checklist shall not be binding on TPWD's administrative review for compliance with the mandatory response contents specified in this IFB. As step one of the evaluation processes, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in [Section II, Subsection 3.2](#) of the IFB and reject any response that does not comply.

All responses must be received by TPWD on or before 2:00 p.m. (CT) on the date specified in Section II, Subsection 1 of the solicitation. No late responses will be considered.

Item	Check
Response addressed to: Attn: Jennifer Robinson Purchasing & Contracting C-1 Texas Parks & Wildlife Department 4200 Smith School Road Austin, Texas 78744	
Bid package clearly marked with "IFB 802-27-68451" and "Bid Deadline Date: 10/05/2026"	
Package contains one (1) signed original with lease deposit	
Response cover letter references "IFB 802-27-68451" and includes the name and address of the responding Bidder	
Mandatory Response Contents (per Section II, Subsection 4)	Check
Bid Proposal (Page 8) – page <u>must be signed</u> and completed	
Grazing Lease (Page 9) – page must be completed	
Deposit Amount (Page 16) – deposit amount completed	
Lease Deposit – check or money order amount must match amount disclosed on page 8 and page 16.	
Bidder Qualifications (Exhibit A) – complete and provide appropriate documentation to support qualifications	
TINS Application (Exhibit B) – complete application with submission.	
Addenda – Acknowledge receipt of all addenda issued to this solicitation by returning a signed copy of each addendum	

ATTACHMENT A
Tentative Grazing Schedule for Palo Duro Canyon State Park

Initial Grazing Lease Period:	Upon date of award through September 30, 2031
Renewal Grazing Lease Period:	October 1, 2031, through September 30, 2036
Annual Grazing Period:	October 1 st through April 30 th

Except as noted below, the following pastures as shown in *Attachment B - Palo Duro Canyon State Park Map*, shall be considered as the primary grazing pastures of this contract. All other pastures may be grazed only at the discretion of the Park Superintendent or Lessor's representative.

PASTURE AREA:	APPROXIMATE ACREAGE:
Upper Mesquite Mesa	1,523 acres
Lower Mesquite Mesa	523 acres
Cita Canyon	1,419 acres
Approximate Total: 3,465 acres	

Grazing allocations and AUMs for each area will be provided to the Lessee by the Park Superintendent prior to October 1st of each year.

ATTACHMENT B
Palo Duro Canyon State Park Map

Palo Duro Canyon State Park Grazing Lease

