



## RFP - AGENCY SOLICITATION SPECIFICATIONS

### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AGRICULTURAL LAND LEASES

**DESCRIPTION:** The Department of Environmental Management (DEM)/Division of Fish & Wildlife, is soliciting lease proposals for farming on the following properties:

- South Shore Management Area – Cheeseman Unit, Fields 4 and 5
- South Shore Management Area – Carpenter Unit

The parcels will be leased for the purpose of raising and harvesting agricultural products and may not be used for any other purpose, subject to the terms and conditions specified by the DEM - Division of Fish and Wildlife.

**PRE-BID/ PROPOSAL CONFERENCE:** NO  
**MANDATORY:** NO

#### **BONDING REQUIREMENTS**

**BID SURETY BOND REQUIRED:** NO

**PAYMENT AND PERFORMANCE BOND REQUIRED:** NO

#### **CONTRACT TERMS**

The initial contract period will begin approximately March 15 to October 1 each year for an initial five years. Contracts do not have any options to renew and will terminate at the end of the five-year period.

#### **Insurance Requirements**

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and **General Conditions - Addendum A** found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

#### **General Requirements:**

- 13a)  Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 13b)  Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 13c)  Automobile liability - \$1,000,000 each occurrence combined single limit.

- 13d)  Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

***Professional Services:***

- 13e)  Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 13f)  Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 13g)  Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

***Information Technology and/or Cyber/Privacy:***

- 13h)  Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 13i)  Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
- a)  key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;
  - b)  if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
  - c)  if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

***Other:***

Specify insurance type and minimum coverage required, e.g. builder’s risk insurance, vessel operation (marine or aircraft):

- 13j)  Other -

**Optional Instructions to Vendors:**

- AIA Contract - For public works projects, the selected Vendor must submit a fully executed Rhode Island custom AIA contract. If awarded the contract, Vendor shall be required to obtain the specified AIA Documents from <https://documentsondemand.aia.org/?filter=Rhode>. Design

Agents must obtain and utilize the Custom Rhode Island AIA Documents G701-2017, AIA G714-2017, AIA G802-2017, which can also be located at <https://documentsondemand.aia.org/?filter=Rhode>. Full instructions will be included in the Tentative Selection Letter.

Specify required AIA contract document

## SECTION A. BACKGROUND

The Rhode Island Department of Environmental Management (DEM) owns numerous parcels that were acquired for the benefit of wildlife conservation and public recreation. The DEM Division of Fish & Wildlife (DFW) is tasked with sustaining viable populations of fish and wildlife and providing hunting opportunity at properties acquired for such purpose. The DFW uses agricultural lease agreements as a management tool to provide wildlife habitat and to create hunting opportunities.

DEM is soliciting proposals from qualified persons and entities (offeror's) to raise and harvest agricultural products on the following parcels/property to help preserve the recreational and wildlife benefits of the property. Map(s) appear in Appendix A:

- South Shore Management Area – Cheeseman Unit, Fields 4 and 5, 41 acres
- South Shore Management Area – Carpenter Unit, 13 acres

In general, the successful offeror pays a per acre fee to the DEM each year to plant and harvest annual crops between March 1 and the indicated lease end date of each year. The successful offeror is required to plant and/or leave standing a small portion of crops for wildlife habitat. The successful offeror is also required to plant a cover crop of winter rye, immediately following harvest of the principal crop. After the lease period of each year, the property reverts back to the DEM for use by the general public for recreation purposes, namely hunting during the appropriate seasons.

## SECTION B: SCOPE OF WORK AND REQUIREMENTS

The parcels will be leased for the purpose of raising and harvesting agricultural products only and may not be used for any other purpose, subject to the terms and conditions specified by the DEM Division of Fish and Wildlife below. The successful offeror will be required to enter into a standard written lease agreement with the State as required by and subject to approval of the State Properties Committee. An example of the lease appears in Appendix B.

The general conditions for the lease are as follows:

### **South Shore Management Area – Cheeseman Unit, Fields 4 and 5**

- a) Allowable Crops: corn, provided crop can be harvested by September 15<sup>th</sup>. If the Lessee intends to plant corn, they must use a variety that will reach maturity in time to ensure harvest and cover crop planting by September 15<sup>th</sup>. A 50-ft radius (100ft diameter) of corn must be left unharvested and standing surrounding the two hunting pit blinds on all sides.

- b) In the event principal crop (corn) will not be planted in a given season, the LESSEE shall notify the LESSOR in writing by June 1<sup>st</sup> and shall plant a cover crop of rye at a rate of 150 lbs/acre throughout the entire leased area no later than July 15<sup>th</sup> and leave it unharvested. The wildlife food plot as described in part d) of this section shall still be planted as indicated.
- c) Cover Crop: Following the harvest of the principal crop, a cover crop of winter rye must be planted by September 15<sup>th</sup>, annually, at a rate of 150 lbs/acre throughout the entire leased area in principal crop. Failure to harvest principal crops and plant appropriate cover crop by September 15<sup>th</sup> annually will result in the termination of this lease.
- d) Wildlife Food Plot: two wildlife food plots of ~1 acre in size (75' x 575') will be located in Field #5 as depicted by Exhibit A (map attached). Food plots will be planted and managed by the Division of Fish and Wildlife staff and boundaries will be marked. Access must be provided to DFW staff and principal crop may not be planted within their boundaries. Attempting to plant principal crop within the boundaries of these food plots will result in termination of this lease.
- e) The LESSEE shall follow appropriate agricultural and environmental Best Management Practices as determined by the RIDEM Division of Agriculture and/or the USDA.
- f) The LESSEE shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976 and all associated regulations.
- g) No turf grass shall be permitted to be grown on the premises.
- h) Failure to comply with any terms or conditions of the lease will result in termination.

**South Shore Management Area – Carpenter Unit**

- a) No turf grass shall be permitted to be grown on the Premises.
- b) Lessee shall apply lime and fertilizer in accordance with best management practices.
- c) A total of thirteen (13) +/- tillable acres shall be planted, as follows:
  - i) The premises shall be managed to grow annual row crops including corn, potatoes, or other vegetables.
  - ii) If a non-corn producer farms the parcel, the lessee shall plant a fifty (50) foot wide corn strip running along the east or southeast side of the field. If the parcel is farmed in corn, Lessee shall leave a fifty (50) foot wide corn strip standing for wildlife. Corn shall be harvested, and cover crop planted prior to September 30<sup>th</sup> of each year.
  - iii) Lessee shall plant an annual cover crop of winter rye at the rate of 100 pounds per acre immediately following the harvest of the principal crop but no later than September 30<sup>th</sup> of each year.

- d) The LESSEE shall follow appropriate agricultural and environmental Best Management Practices as determined by the RIDEM Division of Agriculture and/or the USDA.
- e) The LESSEE shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976 and all associated regulations.
- f) Failure to comply with any terms or conditions of the lease will result in termination.

## SECTION C: PROPOSAL

### 1. Technical Proposal

Narrative and format: Vendors must submit a technical proposal which addresses each of the following elements and is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request):

- A. **Capability, Capacity, and Qualifications of the Vendor** - Please provide a detailed description of the Vendor's experience as a company overseeing farm space and farming equipment.
- B. **Work Plan** - Please describe in detail, the framework within which requested the services will be performed. The following elements should be included: experience working with the specific parcel in the past, and proof of compliance with the lease requirements.

### 2. Cost Proposal

For each parcel of interest, the offeror must submit a **PROPOSAL OFFER FORM** which appears in Appendix C. This should reflect a price per acre.

The successful OFFERER shall be solely responsible for meeting all terms and conditions specified in the Request for Proposal, and any resulting lease agreement. The OFFERER recommended for this award will be notified by the Department of Administration.

### 3. ISBE Proposal

N/A

## SECTION D: EVALUATION AND SELECTION - SOLICITATION SPECIFIC

Proposals shall be reviewed and scored based upon the criteria outlined in the separate Committee Review Sheet for Agricultural Farm Leases.

Technical proposals must receive a minimum of 40 (80.0%) out of a maximum of 50 points to advance to the cost evaluation phase.

### APPENDICES:

- Appendix A –PROPERTY MAP
- Appendix B – SAMPLE LEASE AGREEMENT
- Appendix C – PROPOSAL OFFER FORM

