



Agricultural Land Lease RFP LP#161

Addendum #1

This addendum is issued pursuant to the above mentioned RFP. Item #1 addresses an omission in the RFP. Items #2-6 are in response to questions submitted by potential offerers.

1. RFP Pages 11 & 13, Item #3 under Requirements. The word “hay” was inadvertently omitted from the last sentence. Both fields (Rockville and Woody Hill in Arcadia) are to be used for the purpose of growing and harvesting hay.

2. Question: Can parcels slated to harvest row crops be used to grow hay?

Response: Hay is not allowed unless specifically stated in the RFP. The fields that cannot be used for hay were purchased primarily to provide goose hunting opportunity. One of the best ways to provide food for migrating and wintering geese is from corn spillage (occurring under normal agricultural practices) which provides a high energetic value to wildlife and from new growth of winter rye.

3. Question: With regard to the Eight Rod parcel, is there is any flexibility to the October 1st requirement to have the cover crop planted? A potential offerer plans to use the land for potatoes and typically does not finish harvesting the potato crop and plant a winter cover crop until mid-October.

Response: The end date for the Eight Rod parcel is September 25 each year (not October 1st). The Department is not able to extend the September 25 date for this parcel because it is heavily used and popular for dove hunting which begins in mid-September.

4. With regard to the Eight Rod parcel, is there any flexibility to the winter rye requirement for cover crop? A potential offeror sometimes uses oats as a winter cover crop instead of winter rye.

Response: The Department does not feel that the shift of cover crop to oats represents a significant change and would have no problem with oats in part or in full, replacing winter rye as cover crop on this parcel.

5. Question: Is it possible to seek a depredation permit from the Division of Agriculture on F&W leases depending on deer damage.

Response: The Department is not willing to issue deer depredation permits on these parcels. These parcels provide recreational opportunities to hunters who look forward to utilizing these areas during the hunting season to harvest deer. The Department would like to provide opportunities for hunters to be successful in harvesting on them during the legal hunting season. Issuing depredation permits would diminish successful opportunities for hunters during the hunting season.

6. Question: Can the state provide information regarding prior bid amounts on the Agricultural Land Leasing program in order to assist in making an offer?

Response: This information is public and below is the current list of agricultural land leases and the rates paid per acre:

Parcel Name	Rate/Acre	# Acres
Arcadia Mgt. Area - Woodmansee	\$53.11	6
Arcadia Mgt. Area - Woody Hill Rd	\$67.00	9
Arcadia Mgt.- Pratt Farm Unit	\$87.00	7
Arcadia Mgt.- Rockville Unit	\$71.00	7
Carolina Mgt. Area - Wright Farm Unit	\$51.00	77
Eight Rod Farm Mgt. Area (Parcel 1)	\$7.00	30
Eight Rod Farm Mgt. Area (Section 2)	\$8.00	24
Great Swamp Mgt.- Liberty Parcel	\$20.00	6
Nicholas Farm Mgt. Area - Place Farm Unit	\$131.00	23
Sapowet Mgt. Area	\$100.00	32
Sapowet Mgt. Area - Babbit Unit	\$126.00	23
South Shore Mgt.- Carpenter Unit	\$115.00	17
South Shore Mgt.- Field 3 - Ford Parcel	\$106.00	23
South Shore Mgt.- Field 6 Finerman Unit	\$52.00	23
South Shore Mgt.-Cheeseman & Whitford Parcel	\$71.00	44
Tuckertown Pond Fishing Access Field	\$111.00	4

As a reminder, proposals will be received by the State of Rhode Island, **Department of Administration, Division of Purchases, One Capitol Hill, Providence, RI 02908** until **10 a.m. Friday, January 11, 2013**, at which time they will be opened and publicly acknowledged. Proposals should clearly reference the **LP#161**.

The RFP, along with a Proposal Offer Form and sample lease agreement, is available on DEM's website at <http://www.dem.ri.gov/llrfp12.pdf>.

Department of Environmental Management
Agricultural Land Leases

LP # 161

Bids Due:

**Friday, January 11, 2013 at 10:00 a.m. at
Department of Administration, Division of Purchases
One Capital Hill, Providence, RI 02908**

The Department of Administration/Division of Central Services, on behalf of the Department of Environmental Management, is soliciting lease proposals for farming on certain parcels of State Land:

The parcels are described as follows:

1. Eight Rod Farm Management Area, Tiverton, RI – 59 acres
2. Woodmansee Unit- Arcadia Management Area, Exeter, RI – 7.1 acres
3. Rockville Unit - Arcadia Management Area, Hopkinton, RI – 7 acres
4. Woody Hill - Arcadia Management Area, Hopkinton, RI – 9 acres
5. Wright Farm - Carolina Management Area, Richmond, RI – 96 acres
6. South Shore Management Area Field 6, Finerman Unit, South Kingstown, RI - 23 acres

The parcel 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 RIDEM - Division of Fish and Wildlife. The general conditions for each lease are as follows:

- a. Parcels are to be managed to grow annual row crops consisting of corn, potatoes or other vegetables. The successful offeror will be required to plant and/or leave standing a small portion of the principal crop (corn) for wildlife habitat. The farmer will also be required to plant a cover crop of winter rye, immediately following harvest of the principal crop.
- b. Leases will be for a five (5) year term, with a five (5) year option to renew for the periods generally between March 1 and October 1 of each year (some dated vary). Between October 2 and February 28 of each year use of the property reverts back to the Department and general public for use as designated and allowed by the Department.
- c. No turf grass (sod farming) is permitted on the premises.
- d. Lessee shall apply lime and fertilizer in accordance with best management practices.
- e. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
- f. The Lessee will be required to enter into a standard written lease agreement with the State and provide evidence of insurance as required by the State Properties Committee.
- g. Lessee must obtain and maintain throughout the operation of this lease, comprehensive general liability insurance: \$500,000 for any one person; \$1,000,000 for any one occurrence; and, \$100,000 for property damage for any one accident

Proposals will be received by the **State of Rhode Island, Department of Administration, Division of Purchases, One Capital Hill, Providence, RI 02908** until **Friday, January 11, 2013 at 10:00 AM** at which time they will be publicly acknowledged only. Proposals should clearly reference the LP#161.

Questions concerning this solicitation may be emailed to Ms. Terri Bisson no later than **Friday, January 4, 2013**. The State of Rhode Island reserves the right to waive any informality and to reject any or all proposals. Proposal surety is not required.

The detailed RFP follows.

REQUEST FOR PROPOSALS AGRICULTURAL LAND LEASES

LP #161

BACKGROUND

The Rhode Island Department of Environmental Management (DEM) owns numerous farm parcels that were acquired for the benefit of open space preservation, public recreation and wildlife resource protection. DEM is soliciting proposals from qualified persons and entities (offeror's) to raise and harvest agricultural products on certain parcels to help preserve the agricultural and wildlife benefits of the property.

In general, the successful offeror pays a per acre fee to the Department each year to plant and harvest annual row crops such as corn, potatoes and other vegetables or manage the parcels as hay fields between approximately March 1 and October 1 of each year. The successful offeror is required to plant and/or leave standing a small portion of the principal crop (corn) 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 Department for use by the general public for recreation purposes.

The parcels available for agricultural land leases include:

7. Eight Rod Farm Management Area, Tiverton, RI – 59 acres
8. Woodmansee Unit- Arcadia Management Area, Exeter, RI – 7.1 acres
9. Rockville Unit - Arcadia Management Area, Hopkinton, RI – 7 acres
10. Woody Hill - Arcadia Management Area, Hopkinton, RI – 9 acres
11. Wright Farm - Carolina Management Area, Richmond, RI – 96 acres
12. South Shore Management Area Field 6, Finerman Unit, South Kingstown, RI - 23 acres

The parcels, # of acres, property maps and terms and conditions specific to each parcel appear in Appendix A and are subject to change between the issuance of this RFP and the time of award.

GENERAL TERMS AND CONDITIONS

Each parcel 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. 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. The lease appears in Appendix C.

The general conditions for each lease are as follows:

- h. Five (5) year term, with a five (5) year option to renew for the periods generally between March 1 and October 1 of each year. After the lease period of each year use of the property reverts back to the Department and general public for use as designated and allowed by the Department. Dates for each parcel are specified in Appendix A. The Department has the authority to extend the dates on an annual basis to accommodate extenuating circumstances. Any crops not harvested by the LESSEE during the specified period become the property of the LESSOR. Failure to plant the cover crop by the annual end date of the lease period each year may result in termination of this Lease Agreement at the option of the LESSOR.
- i. The annual rental fee proposed by the offeror is due prior to the first business day of the lease period each year.

- j. Lessee must obtain and maintain throughout the operation of this lease, comprehensive general liability insurance: \$500,000 for any one person; \$1,000,000 for any one occurrence; and, \$100,000 for property damage for any one accident.
- k. Parcels are to be managed to grow annual row crops consisting of corn, potatoes or other vegetables or be managed as hay fields. The lessee may be required to plant and/or leave standing a small portion of the principal crop (corn) for wildlife habitat or plant a wildlife food plot as directed by agency. The lessee may be required to plant a cover crop, immediately following harvest of the principal crop. Specific requirements for each property appear in Appendix A and are subject to change.
- l. No turf grass (sod farming) is permitted on the premises.
- m. Lessee shall apply lime and fertilizer in accordance with best management practices.
- n. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.

RESPONSE CONTENTS

For **each** parcel of interest, the offeror must submit a **PROPOSAL OFFER FORM** which appears in Appendix B. The form can be hand-written but is also available for filling in electronically by contacting Terri Bisson of the Division of Planning and Development via email at terri.bisson@dem.ri.gov.

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.

EVALUATION CRITERIA

Proposals will be evaluated by DEM Lease Management Committee staff, subject to review and approval of the Director of DEM and the State Properties Committee, to be evaluated on the following criteria:

- Price Per Acre - Points will be calculated as the proposals cost per acre divided by the highest responsive cost per acre x 65 points. (65 Points).
- Experience – the Proposer demonstrates that the firm or individual is capable of managing the property in accordance with the terms of the RFP and lease agreement. (35 Points)
- Experience with the Parcel – the Proposer has leased the specific parcel in the past and has been compliant with the terms and conditions of the lease agreement (10 points)

APPENDICES:

Appendix A –PARCELS AVAILABLE FOR AGRICULTURAL LAND LEASES, including details and property maps

Appendix B – PROPOSAL OFFER FORM (must complete one form for *each* parcel of interest)

Appendix C – MASTER/SAMPLE LEASE AGREEMENT

*** END ***

Appendix A

PARCELS AVAILABLE FOR AGRICULTURAL LAND LEASES

1. Eight Rod Farm Management Area
2. Woodmansee Unit- Arcadia Management Area
3. Rockville Unit - Arcadia Management Area
4. Woody Hill - Arcadia Management Area
5. Wright Farm - Carolina Management Area
6. South Shore Management Area Field 6, Finerman Unit

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Property #1: Eight Rod Farm Management Area

Acres: 59 +/-

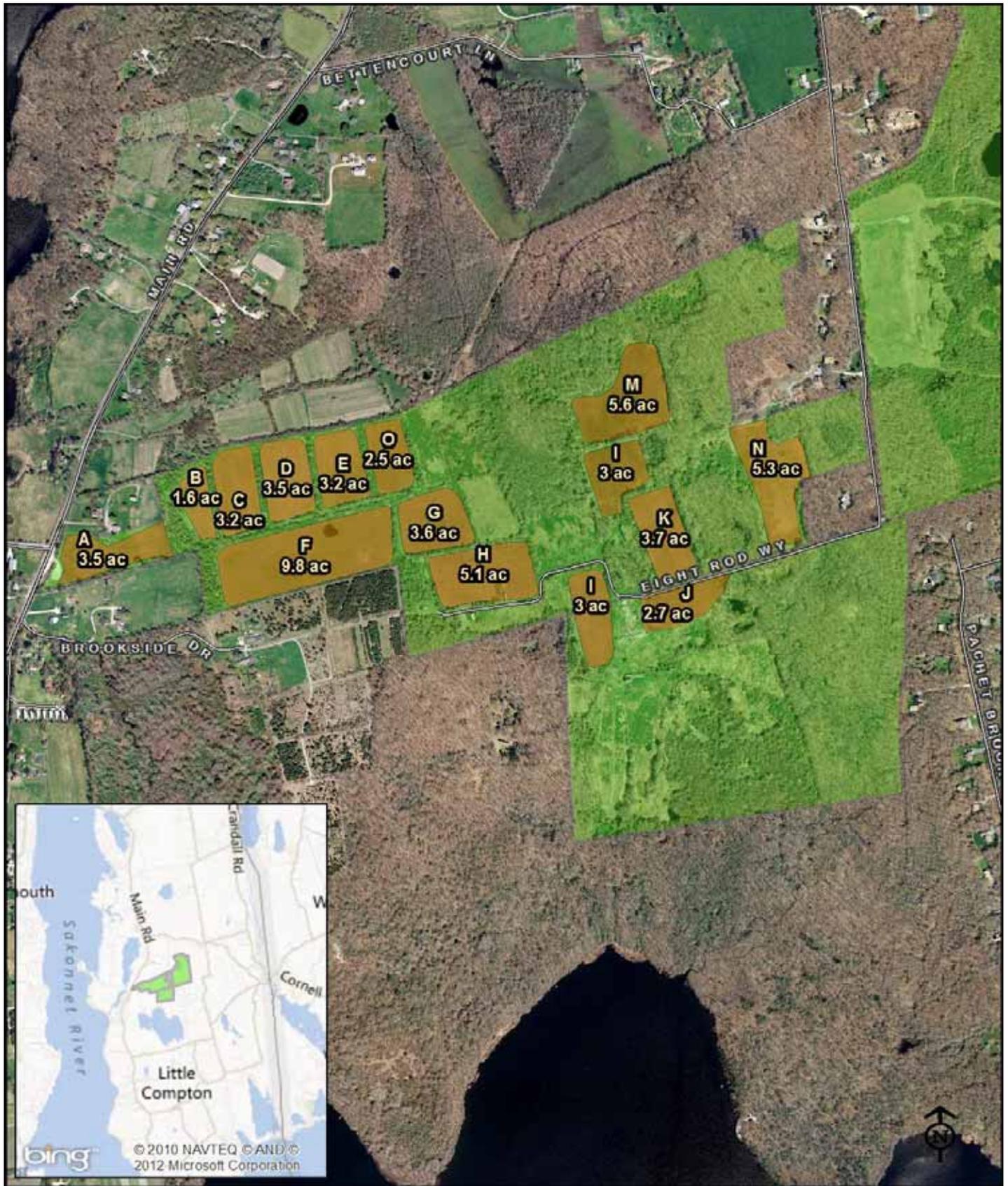
Location: Located west of the Eight Rod Way approximately 1.5 miles south of the Intersection of East Road (Route 179), Tiverton, RI

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and September 25 of each year. Between September 26 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the Premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of thirty 59 +/- tillable acres are to be planted, as follows:
 - Section 1 (Fields A, B, C, D and E): A total of approximately 15 tillable acres shall be managed to grow annual row crops consisting of corn, potatoes or vegetables. Lessee shall plant a 100-foot wide corn strip (north - south) in Field D and may harvest half, leaving standing the other half for wildlife. 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 crops but no later than September 25 of each year.
 - Section 2 (Fields I, J, K, L, M, and N): A total of approximately 23 tillable acres shall be managed to grow annual row crops consisting of corn, potatoes or vegetables. Lessee shall plant a 100-foot wide corn strip (north-south) in Fields I and K and may harvest half, leaving standing the other half for wildlife. 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 crops but no later than September 25 of each year.
 - Section 3 (Fields F, G, H, O): A total of approximately 21 tillable acres shall be planted in buckwheat at a rate of 60 pounds per acre broadcast along with sunflower at a rate of 25 pounds per acre broadcast. This shall apply to Fields F, G, H, and O and left for wildlife purposes. The LESSOR shall have access to this section to do a light disking/harrowing of 4 rows/field 2-3 weeks prior to the opening of the dove season ~September 15.
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



Title:	
Scale:	1:9,600
Date:	12/7/2012
Drawn by:	paj

0 250 Feet

Eight Rod Farm Management Area

Lease Fields

Note: This map was created by RIDEM for informational, planning and guidance use only. It is a general reference, not a legally authoritative source for the location of natural or man-made features. Proper interpretation of this map may require the assistance of appropriate professional services. The cartographic representations depicted have not been verified by a RI Registered Professional Land Surveyor and are not intended to be used in place of a survey. RIDEM makes no warranty, express or implied, related to the accuracy, reliability, completeness, or currentness of this map.



Property #2: Woodmansee Unit- Arcadia Management Area

Acres: 7.1 +/-

Location: Located south of Route 165, approximately 2,600 feet east of the intersection of Woody Hill Road, Exeter, RI

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of six (6) (+/-) tillable acres are to be planted, as follows: the Premises shall be managed to grow annual row crops consisting of corn, potatoes or vegetables. If the field is leased by a non-corn producer, the lessee shall plant 100-foot wide corn strips running along the east and south side of the premises. Lessee shall harvest half the width (50 feet) of the corn strips and leave half the width (50 feet) standing. 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 of each year.
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Scale:	1:3,600
Date:	12/7/2012
Drawn by:	paj

0 250 Feet **Woodmansee Unit**

Lease Fields

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Property #3: Rockville Unit - Arcadia Management Area

Acres: 7 +/-

Location: Located east of Kenny Hill Road, approximately 1/2 miles west of the intersection of Woody Hill Road, Hopkinton, RI

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of seven (7) (+/-) tillable acres are to be planted, as follows: the Premises shall be managed to grow and harvest
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Drawn by:	pa



Rockville Unit

Lease Fields



Note: This map was created by RIGIS for informational, planning and guidance use only. It is a general reference, not a legally authoritative source for the location of natural or man-made features. Proper interpretation of this map may require the assistance of appropriate professional services. The cartographic representations depicted have not been verified by a Registered Professional Land Surveyor and are not intended to be used in place of a survey. RIGIS makes no warranty, express or implied, related to the accuracy, reliability, completeness, or usefulness of this map.

Property #4: Woody Hill - Arcadia Management Area

Acres: 9 +/-

Location: Located east of Woody Hill Road, approximately 1.75 miles south of Route 165 in Hopkinton, RI

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

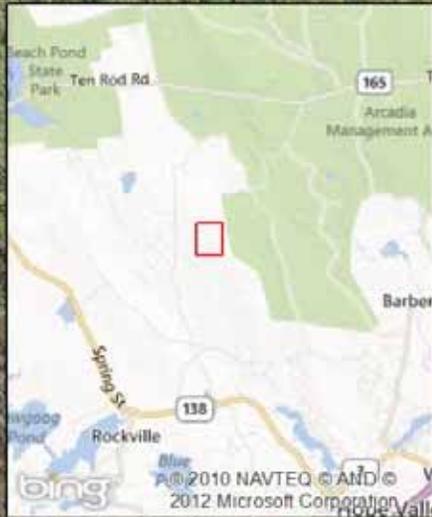
Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of nine (9) (+/-) tillable acres are to be planted, as follows: the Premises shall be managed to grow and harvest
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

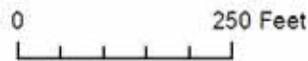
Map of Premises (next page)



Woody Hill Unit
9.2 ac



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Date:	12/7/2012
Drawn by:	paj



Woody Hill Unit

 Lease Fields

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Property #5: Wright Farm - Carolina Management Area

Acres: 95 +/-

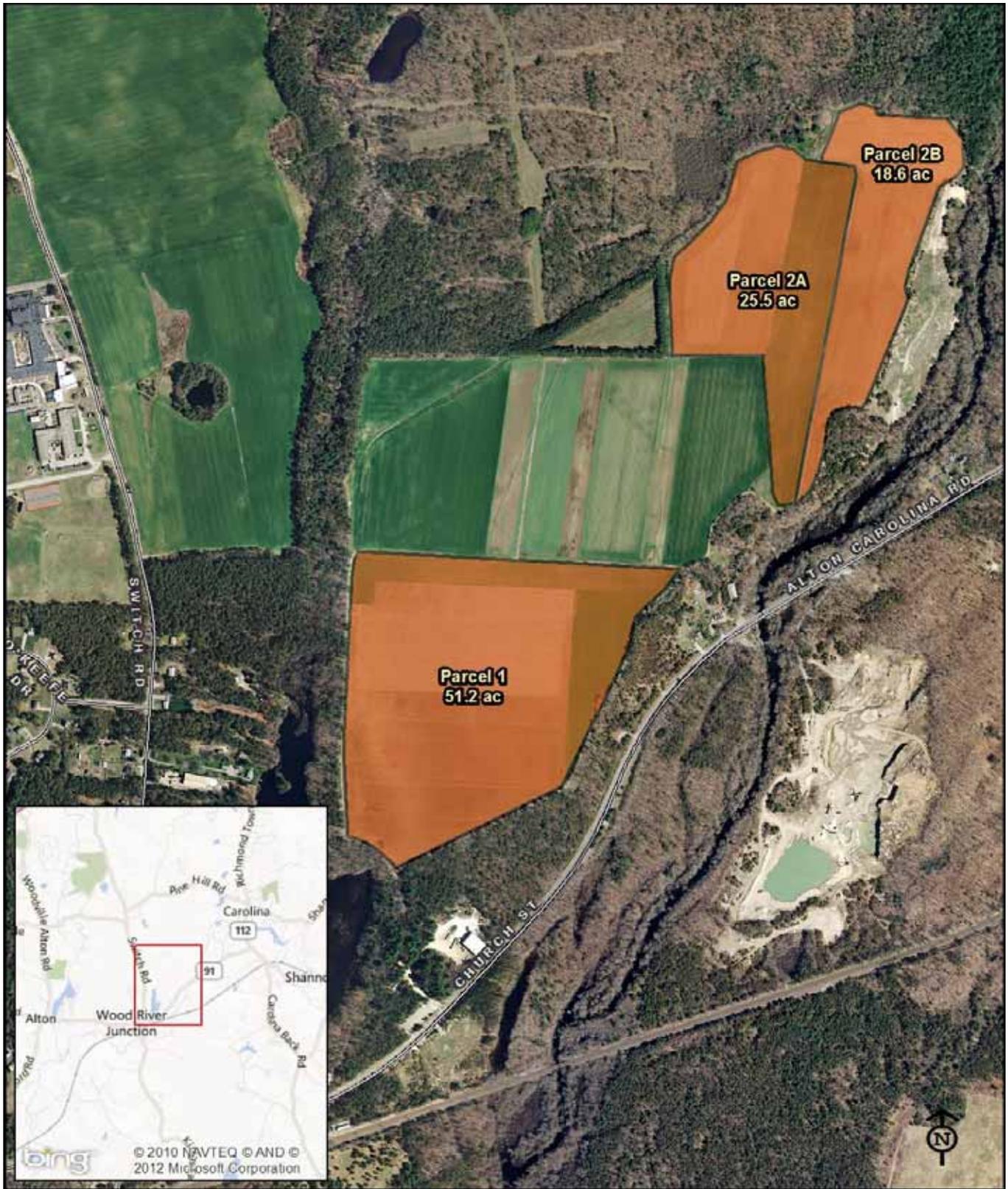
Location: Located north of Route 91 at the Pawcatuck River Bridge, approximately 1.0 mile east of the intersection Hope Valley Road, Richmond, RI,

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of 95 tillable acres are to be planted, as follows, modifications only with prior approval of the Lessor:
 - a. Parcel 1 (51.2 acres): Shall be managed to grow annual row crops consisting of corn, potatoes or other row crops. 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 of each year.
 - b. Parcel 2A (25.5 acres): Shall be managed to grow annual row crops consisting of corn, potatoes or other vegetables. If field is leased by a non-corn producer, the lessee shall plant a 100 foot wide corn strip running in a north south direction from the old barn running parallel with the access road to the south end of the property. Lessee shall harvest half the width of the corn strip and leave half the width (50 feet) standing. 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 of each year.
 - c. Parcel 2B (18.6 acres): Shall be planted to buckwheat at the rate of 60 pounds per acre (one half total acreage) and sunflower at the rate of 25 pounds per acre (one half total acreage). Crops shall be fertilized at the rate of 250 pounds per acre 19-19-19 or equivalent. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
4. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Date:	12/7/2012
Drawn by:	paj

0 250 Feet

Wright Farm

Lease Fields

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Property #6: South Shore Management Area Field 6, Finerman Unit

Acres: 23 acres

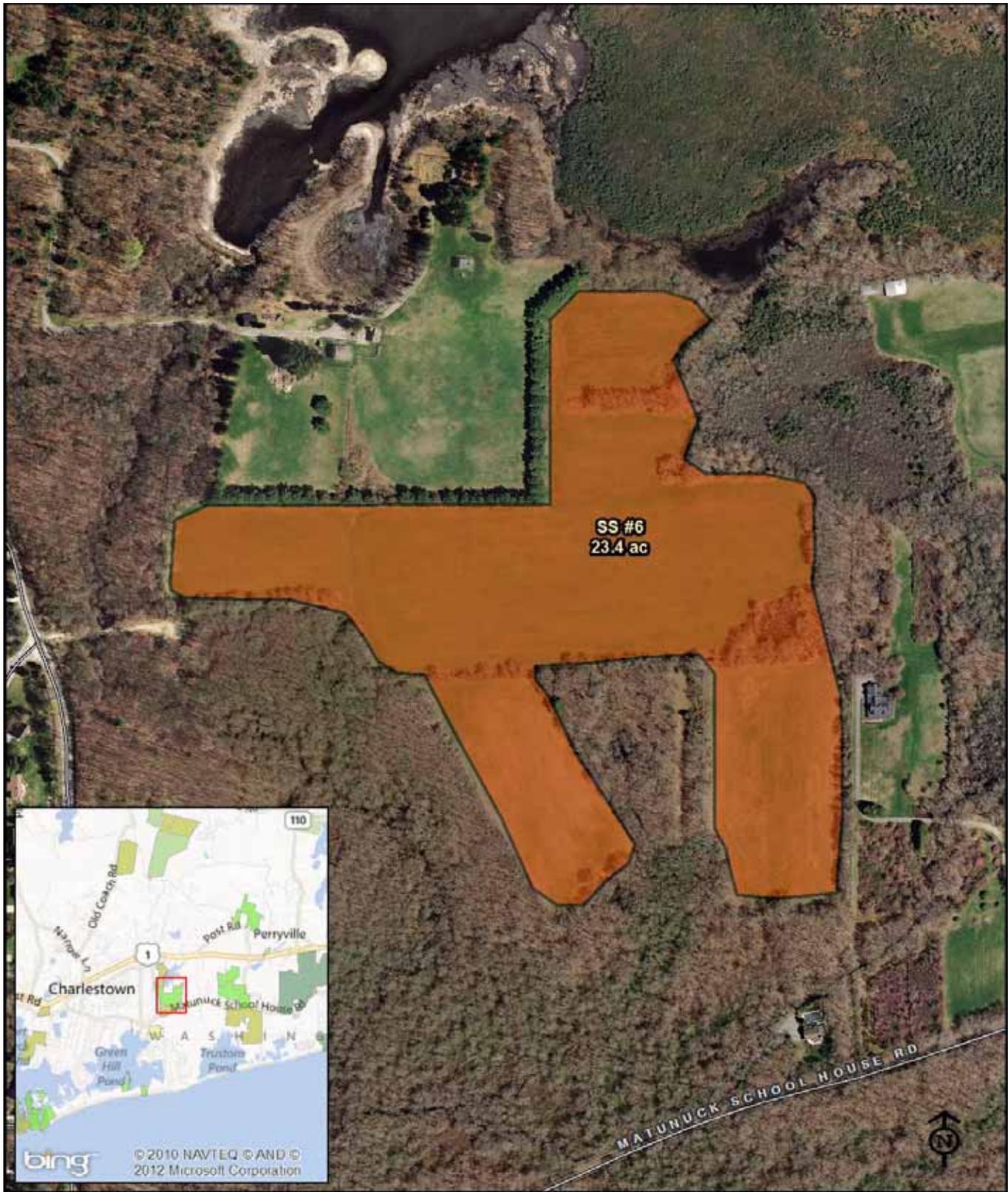
Location: East of Green Hill Beach Road, 0.25 miles north of the intersection of Matunuck Schoolhouse Road in South Kingstown

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of twenty three (23) (+/-) tillable acres shall be managed to grow annual row crops consisting of corn, potatoes or other vegetables. If the field is leased by a non-corn producer, the lessee shall plant a 200-foot wide corn strip running in an east west direction in the area of the ground "pit blind." The farmer may harvest all of the corn so planted except that at least 30 feet of standing corn shall be left on all sides of the Premises surrounding the field pit blind.
4. The northern most parcel containing +/- 3.8 acres shall be planted to buckwheat the rate of 60lbs per acre (1/2 the total acreage) and sunflower at the rate of 50 lbs per acre (1/2 the total acreage). These plantings will be left standing, not harvested, for wildlife use.
5. The 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 not later than September 25 of each year.
6. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
7. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Date:	12/7/2012
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SSMA Field 6, Finerman Unit Lease Fields

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Appendix B – PROPOSAL OFFER FORM
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**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL, PROVIDENCE, R.I. 02908**

PROPOSAL OFFER FORM

Four (4) copies of this offer must be sent under sealed cover clearly marked with Property Number/Name to: **Department of Administration, Division of Purchases, One Capitol Hill, Providence, R.I. 02908** by **Friday, January 11, 2013 at 10:00 a.m.**, at which time State offers in response RFP will be publicly acknowledged only. See Request for Proposal LP#161 for specific conditions and requirements.

Contact Name: _____

DBA (if applicable): _____

Street Address: _____

City _____ **State:** _____ **Zip:** _____

Phone: () - **Fax:** () - **Email:** _____

PRICE PROPOSAL		
<u>Property # and Name:</u>	<u>Annual Price Per Acre</u>	<u>Total Annual Amount</u>
EXPERIENCE OF OFFEROR		
Please briefly describe your experience growing and harvesting agricultural products and managing agricultural lands (attach additional sheets as needed).		
Check here if you have leased this parcel or other State-owned agricultural lands in the past?		
<input type="checkbox"/> List Property Name:		

This offer will not be considered unless signed.

SIGNATURE: _____ **DATE:** _____

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Appendix C – Master/Sample Agricultural Lease Agreement

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this _____ day of _____ 2011 by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, hereinafter called the "LESSOR", and

Insert Name and Address Here

hereinafter called the "LESSEE".

W I T N E S S E T H

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate: **Insert Property Name and Address/Location Here**, which parcel is clearly described in exhibit "A" attached hereto and made part hereof, hereinafter referred to as the premises.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for and during the term of five (5) years limited to the period of **Insert Start Date** to **Insert End Date** of each year, upon the following covenants and conditions:

1. **USE OF LEASED PREMISES:** The LESSEE shall use the Premises for the purpose of raising and harvesting agricultural products. The premises may not be used for any other purpose unless such other use is approved in writing in advance by the LESSOR. A map of the area is attached as Exhibit A herein.

(Insert Specific Requirements for Each Property)

Between **INSERT DATE** and **INSERT DATE** of each year use of the property reverts back to the Department and general public for use as designated and allowed by the Department. Any crops not harvested by the LESSEE during this period become the property of the LESSOR. Failure to plant the cover crop specified above by the annual end date of the lease period each year may result in termination of this Lease Agreement at the option of the LESSOR.

2. **RENT:** The LESSEE shall pay unto the LESSOR an annual rental fee of **\$Insert number here** (**\$Insert price** per acre) in advance on the first business day of the lease period, **payable to the Department of Environmental Management, State of Rhode Island and sent to the** Division of Forest Environment, 260 Arcadia Road, Hope Valley, RI 02832.
3. . The LESSEE, paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy said leased premises and appurtenances during the term of this lease without any lawful let or hindrance by the LESSOR or any person claiming by, through or under it.

4. PRIOR TERMINATION:

(a) If, during the term of this lease, the LESSOR, through the Department of Environmental Management, determines that the leased Premises are desired by the LESSOR for an alternative public use, and upon written notice given thirty (30) days in advance by the LESSOR to the LESSEE to vacate, this lease shall be terminated and thereupon declared at an end; and both the LESSOR and the LESSEE shall be fully released and discharged of all of the terms, covenants, and conditions of this lease provided the LESSEE has paid the LESSOR all accrued rental and other charges that may be due under this provision during the term of this lease; and except that LESSEE shall be entitled to enter upon the demised premises to harvest and remove any crops.

(b) In the event the LESSEE shall fail to pay the rent or in the case of failure on the part of the LESSEE to perform all of the covenants and agreements contained in this lease, and such failure shall continue for more than fifteen (15) days or longer than is reasonably necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at the liberty to enter upon and take immediate possession of the leased premises and declare this lease at an end.

5. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises without the prior written consent of the LESSOR and the State Properties Committee.

6. BUILDING ERECTION, REPAIRS & ALTERATIONS: No building or other structure shall be erected on the leased premises. Lessee shall make no alterations to the premises without obtaining the prior written consent of the LESSOR.

7. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitee or visitors to the Premises and all buildings and other appurtenances owned by the LESSOR on the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may, upon two (2) days notice, unless such notice is impracticable or in the case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary. LESSEE shall make no alterations to the Premises without obtaining the prior written consent of LESSOR.

8. INSURANCE: (a) Liability: The LESSEE shall obtain and maintain throughout the operation of this lease, comprehensive general liability insurance running to the benefit of both the LESSOR and the LESSEE for bodily injuries including death in the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for any one person and ONE MILLION

00/100 (\$1,000,000.00) for any one occurrence and ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) for property damage for any one accident. The minimum amounts of such general liability insurance and terms thereof to be in effect for each year during the term of this lease shall be fixed by the Director of the Department of Environmental Management.

(b) Certificates: LESSEE shall provide LESSOR with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and as LESSOR may otherwise reasonably request. Said certificates shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

9. TAXES: All real estate and other taxes legally assessed against property of the LESSEE on the premises shall be paid by the LESSEE during the term of this lease.
10. LIEN: Notwithstanding any other provisions herein contained the LESSOR shall have a lien upon all personal property of the LESSEE to secure the payment of all rent due or to become due under the provisions of this lease, as well as the payment and performance of any and all other obligations of the LESSEE contained in this lease.
11. OPTION TO EXTEND LEASE: The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option upon approval of the LESSOR to extend this lease for a further period of FIVE YEARS provided the LESSEE, has paid the rent and performed on its part the agreements contained herein. The renewal period shall be limited to the period of March 1 to November 1, annually for the first day of March 20__ to and including the first day of November 20__ upon the same terms and conditions as are herein contained, except that the amount of annual rent, the minimum insurance requirement, and minimum liability insurance to be in effect for each term of the extended period shall be fixed by the Director of the Department of Environmental Management. The LESSEE, in order to exercise such option, must have given notice in writing by certified mail to the LESSOR at least six (6) months before the expiration date of this lease, of intention to take up such option.
12. NOTICES: All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Director of the Department of Environmental Management, 235 Promenade Street, Providence, RI 02908, with copies of such notices to be sent to the Division of Forest Environment, 260 Arcadia Road, Hope Valley, RI 02832 and any notices from the LESSOR to the LESSEE shall be addressed to **Insert Lessee name and address here**.
13. INDEMNITY: LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitee or visitors; (2) all claims including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitee or visitors, or arising out of or

from any act or negligence of the LESSEE, or of the LESSEE's agents, employees, servants, invitee, or visitors; and (3) all claims including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

- 14. APPROVAL: This Agreement shall be effective only subsequent to its approval by the State Properties Committee as designated below.
- 15. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, representations, arrangements, and understandings between the parties.
- 16. APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the State of Rhode Island.

EXECUTED IN THE PRESENCE OF:

LESSOR:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS

By: _____

Janet L. Coit, Director
Department of Environmental Management

LESSEE:

.

By: _____

Insert Lessee Name Here

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF PROVIDENCE

In Providence in said County and State, on the _____ day of _____, 2011, personally appeared before me Janet Coit, the Director of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (as LESSOR), and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in said capacity, and the free act and deed of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public
My Commission expires:_____

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF _____

In _____ in said County and State, on the _____ day of _____, **INSERT Year**, personally appeared before me **Insert Lessee Name Here**, to me known and known by me to be the party executing the foregoing instrument for and on behalf of **Insert Lessee Name Here**, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in said capacity, and the free act and deed of **Insert Lessee Name Here**.

Notary Public
My Commission expires:_____

Approved this _____ day of _____, **YEAR**, by the State Properties Committee:

APPROVED AS TO TERMS
AND CONDITIONS:

Chairman, State Properties Committee

APPROVED AS TO
SUBSTANCE:

Director of Administration

APPROVED AS TO FORM:

Attorney General

APPROVED:

Public Member, State Properties Committee

Public Member, State Properties Committee