

**Rhode Island Department of Environmental Management
Request for Proposal
LP#172
AGRICULTURAL LAND LEASES**

**Proposals Due:
FRIDAY, FEBRUARY 14, 2014 at 2:00 P.M.**

at

**Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908**

1. INTRODUCTION

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 from March to October 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 but before the annual end date of the lease. 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:

1. Tuckertown Pond Fishing Access Field, South Kingstown, RI – 4 +/- acres
2. Carpenter Unit- South Shore Management Area, South Kingstown, RI – 17 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:

- 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. 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.

- b. The annual rental fee proposed by the offeror is due prior to the first business day of the lease period each year.
- c. 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.
- d. 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.
- e. No turf grass (sod farming) is permitted on the premises.
- f. Lessee shall apply lime and fertilizer in accordance with best management practices.
- g. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.

2. SUBMISSION DETAILS

REQUIREMENTS

Proposals must meet the following requirements in order to be considered qualifying and undergo further evaluation.

General Requirements

Submission: Proposals must be submitted to the RI Department of Administration/ Division of Purchases as follows:

Proposals must be submitted to the Division of Purchases on or before **FRIDAY, FEBRUARY 14, 2014 at 2:00 P.M.** Disclosure Certificates must be also be submitted with each proposal.

Please submit one original and three copies of the Lease Proposal, each signed by the offeror.

Proposals must be substantially completed. Proposals that contain material omissions shall be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

Proposals must be submitted in a sealed envelope on which the following information is clearly marked: **the name of the User Agency, the Project Number, and the Proposal Submission Deadline. This information is contained on Page A-1 of the RFP. In addition, the name and address of the offeror must be on the envelope.**

Proposals must be received in the Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, 2nd Floor (Purchases' Reception Desk) Providence, Rhode Island 02908 on or before the proposal

submission deadline stated within the body of this RFP. The time-stamp clock located in the reception area of the Rhode Island Division of Purchases establishes the official date and time of receipt of each proposal.

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

PROJECT TIMETABLE

The following is the timetable for submission. Any dates and times listed elsewhere that conflict with this timetable are mistakes to be corrected by the offeror. Any phase and all subsequent phases in this timetable may be adjusted whenever uncontrollable conditions prevent the timely completion of a phase. The interval between any two phases may be change at the RIDOA's discretion.

<u>Phase I:</u>	<u>Date and Time</u>
Offeror questions deadline:	FRIDAY, FEBRUARY 7, 2014 @ 12:00 P.M.
Questions and responses posted:	MONDAY, FEBRUARY 10, 2014 @ 4:00 P.M.
<u>Phase II:</u>	
Proposals Due:	FRIDAY, FEBRUARY 14, 2014 @ 2:00 P.M. <u>(Proposals opened and acknowledged only)</u>
<u>Phase III:</u>	
Presentation by offerors	TBD after proposal submission

All questions regarding this Request for Proposals are to be **e-mailed** by **12:00 p.m.** on **FRIDAY, FEBRUARY 7, 2014** to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908
questions@purchasing.ri.gov

All questions and responses thereto shall be posted on the Division of Purchases website (as an amendment to the subject RFP) by **4:00 p.m.** on **MONDAY, FEBRUARY 10, 2014**.

Be advised that all questions and responses shall be made public and shared with all offeror's, not only the offeror making the inquiry.

Proposals must be received by the **State of Rhode Island, Department of Administration, Division of Purchases, One Capital Hill, Providence, RI 02908** **by FRIDAY, FEBRUARY 14 at 2:00 P.M.** at which time they will be publicly acknowledged only. Proposals should clearly reference the **LP#172**.

The State of Rhode Island reserves the right to waive any informality and to reject any or all proposals and the right to cancel this Request for Proposals for any reason without any liability to any proponent or to waive irregularities at their own discretion. All proposals will remain confidential, subject to the Freedom of Information and Privacy Act. Proposal surety is not required.

Any interpretation of, additions to, deletions from, or any other corrections to this solicitation, will be issued as written addenda by the Department of Environmental Management.

Appendix A

**REQUEST FOR PROPOSALS
AGRICULTURAL LAND LEASES**

LP #172

Appendix A

PARCELS AVAILABLE FOR AGRICULTURAL LAND LEASES

1. Tuckertown Pond Fishing Access Field
2. Carpenter Unit- South Shore Management Area

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Property #1: Tuckertown Pond Fishing Access Field

Acres: 4 +/-

Location: Located south of Tuckertown Road, 0.5 miles east of the intersection of Ministerial Road, adjacent to the Tucker Pond Fishing Access, South Kingstown, RI.

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and September 30 of each year. Between October 1 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.

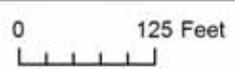
Requirements:

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 4 +/- tillable acres are to be planted, as follows:
 - The premises shall be managed to grow annual row crops consisting of corn, potatoes, other vegetables, or hay silage.
 - If the field is leased by a non-corn producer, the lessee shall plant a fifty (50) foot wide corn strip running along the south side of the field. Lessee shall leave the fifty (50) foot corn strip standing 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 crop but no later than September 30th of each year.
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Bid is awarded for five (5) years, with a 5-year option to renew.

Map of Premises (next page)



Title:	
Scale:	1:1,800
Date:	8/6/2013
Drawn by:	paj



Tucker Pond Field Lease Field

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 manmade 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: Carpenter Unit- South Shore Management Area

Acres: 17 +/-

Location: Located east of Matunuck Beach Road, approximately 0.6 miles south of U.S. Route 1, 0.15 miles north of the intersection of Matunuck Schoolhouse Road, South Kingstown, RI.

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and September 30 of each year. Between October 1 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:

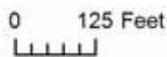
1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of seventeen (17) +/- tillable acres shall be planted, as follows:
 - The premises shall be managed to grow annual row crops including corn, potatoes, or other vegetables.
 - 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. Lessee shall leave the fifty (50) foot wide corn strip standing 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 crop but no later than September 30th of each year.
4. Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Lessee shall be permitted to use the buildings onsite for the purpose of storage of farming equipment or harvested crops.
6. Bid is awarded for five (5) years, with a 5-year option to renew.

Map of Premises (next page)



Exhibit "A"

Title:	
Scale:	1:3,000
Date:	8/6/2013
Drawn by:	paj



**South Shore Management Area
Carpenter Unit**

 Lease Field



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 manmade 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.

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**

2014 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, February 14, 2014 at 10:00 A.M.** at which time State offers in response RFP will be publicly acknowledged only. See Request for Proposal **LP#172** 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 _____ 2013 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 September 30, annually for the first day of March 20__ to and including the last day of September 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 _____, **YEAR**, 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