

# Delaware Department of Agriculture Forest Service

# **REQUEST FOR PROPOSAL** WHITETAIL DEER HUNTING LEASE

# CONTRACT NO. AGR18513-HUNT\_EAST Tunnell East

May 9, 2018

- Deadline to Respond -[June 26<sup>th</sup> 2018] [1:00], LOCAL TIME

# ALL PROPOSERS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for WHITETAIL DEER HUNTING LEASE.

The request for proposal consists of the following documents:

# REQUEST FOR PROPOSAL - CONTRACT NO. AGR18513-HUNT\_EAST

A. REQUEST FOR PROPOSAL B. GENERAL PROVISIONS C. AWARD AND EXECUTION OF LEASE D. DELAWARE FOREST SERVICE SPECIFICATION AND LEASE REQUIREMENTS EXHIBIT 1 – MAP OF LAND EXHIBIT 2 – HUNTING LAND LEASE E. VENDOR BID SECTION 1 – VENDOR BID FORM 2 – NO BID REPLY FORM

In order for your proposal to be considered, the proposal reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number **by June 26<sup>th</sup> 2018, 1:00 PM** Local Time.

# **Proposals shall be submitted to:**

# The Delaware Forest Service Hunting Lease Program TUNNELL EAST LEASE 2320 South DuPont Hwy Dover, DE 19901

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Kyle Hoyd, 302.698.4548, Kyle.Hoyd@state.de.us

# **SECTION A**

# **REQUESTS FOR PROPOSALS**

A. Sealed proposals for AGR18513-HUNT\_EAST shall be received by the Delaware Forest Service 2320 S. DuPont Hwy, Dover DE 19901 until <u>June 26<sup>th</sup></u>, 2018, 1:00PM at which time proposals will be opened. This Request for Proposals is not subject to the State Procurement provisions in Chapter 69 of Title 29 of the Delaware Code.

The Delaware Forest Service has reviewed the parcel's current and intended future use and specifically determined that it is not "surplus real property" as defined by 29 *Del. C.* § 9402(d) and, therefore, The Delaware Forest Service has determined that the parcel is outside the jurisdiction of the Commission on State Surplus Property.

# **B. KEY RFP DATES/MILESTONES**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Date
RFP Availability to Vendors	May 15 <sup>th</sup> 2018
Written Questions Due No Later Than (NLT)	June 15 <sup>th</sup> , 2018
Written Answers Due/Posted to Website NLT	June 20 <sup>th</sup> , 2018
Proposals Due NLT	June 26 <sup>th</sup> , 2018 1:00PM
Public Proposal Opening	June 26 <sup>th</sup> , 2018 1:00PM
Contract Award	Within (7) seven days of bid opening

# C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by June 16<sup>th</sup> 2018. All questions will be answered in writing by June 20<sup>th</sup> 2018 and posted on <u>http://bids.delaware.gov/</u> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

# D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of

Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Kyle Hoyd State of Delaware Forest Service 2320 S. DuPont Hwy Dover, DE 19901

or

# Kyle.Hoyd@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

# E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

# **SECTION B – GENERAL PROVISIONS**

# 1. FORMS

This Request for Proposal (RFP) contains pre-printed forms for use by the proposer in submitting a proposal. The forms contain basic information such as description of the land and have blank spaces for use by the proposer for entering information such as experience in the area for which the land may be utilized, intent to support the State's Environmentally Preferred Purchasing Policy, proposed lease price, and surety amount.

# 2. INTERPRETATION OF ESTIMATES

The attention of proposers is called to the fact that, unless stated otherwise, the acreage referenced in this and all associated documents are estimates.

# 3. **DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes and shall bear on the outside the name and address of the

proposer as well as the designation of the Lease. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All proposals must clearly display the bid number on the envelope and be received by 1:00 PM on June 26<sup>th</sup>, 2018. Bids received after 1:00 PM will not be opened.

# The Delaware Forest Service Hunting Lease Program TUNNELL EAST LEASE 2320 South DuPont Hwy Dover, DE 19901

All proposals will be accepted at the time and place set in the advertisement. Proposer bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

# 4. WITHDRAWAL OF PROPOSALS

A proposer may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

# 5. **PUBLIC OPENING OF PROPOSALS**

The proposals shall be publicly opened at the time and place specified by The Delaware Forest Service. Proposers or their authorized representatives are invited to be present. At the time of opening, only the names of the proposers will be announced.

# 6. LAWS TO BE OBSERVED

The lessee is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the lease. The proposer shall indemnify and save harmless the State of Delaware, Delaware Forest Service and all officers, agents and employees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his fellow lessee's.

# 7. **PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the lessees.

# 8. **DOCUMENTS**

Proposers should ensure they review all Requests for Proposal documents for each separate Hunting lease. Documents include instructions, a map (Exhibit 1), a Hunting land lease (Exhibit 2) and a proposal reply form. Certain of these documents such as maps may necessarily be posted individual of one another. It is the responsibility of the proposer to ensure he has reviewed all applicable documents.

# 9. **EXAMINATION**

Each proposer should carefully examine the map (Exhibit 1) and hunting land lease (Exhibit 2). Proposers are encouraged to visit the land subject to lease to fully view existing conditions that may affect the performance of the bidder under the lease. The successful proposer, after executing a lease, shall in no way be relieved of any obligation under the lease due to a failure to fully examine the lease or to visit the land subject to the lease.

#### 10. **FORM OF BID**

Proposals shall include the Proposal Reply Form, enclosed herein. Submit proposed lease amounts on a yearly whitetail deer season and per acre basis. Sign and print name as noted. A proposer shall make no stipulations or other qualifications on the proposal reply form. Any such notations may subject a proposer to rejection.

# 11. SIGNING BIDS

If the proposer is an individual, the proposal reply form shall be signed by the individual, under his/her name. If the proposer is a partnership, limited liability company, corporation or other legal entity (collectively, a "legal entity") the proposal reply form shall be signed by an authorized person, under the name of the legal entity.

#### 12. **PAYMENT**

The successful proposer shall submit a check made out to The Delaware Forest Service for twenty five percent (25%) of the proposed annual lease fee, within seven (7) days of notice that the proposal was accepted. The remaining seventy five percent (75%) shall be due on or before August 15<sup>th</sup>, 2018 of the first year of the lease term.

# 13. **PROPOSAL SUBMITTAL**

The proposer shall assume full responsibility for timely delivery of all submitted proposals. Oral, email, fax or telephone proposals are not allowed. Each proposal shall be submitted in a sealed envelope marked <u>Proposal Enclosed</u>, labeled with the contract number, contract name, proposer's name and the bid opening date and time. Proposals submitted by mail shall be enclosed in an outer envelope marked with <u>Proposal Enclosed</u> and sent to:

The Delaware Forest Service Hunting Lease Program TUNNELL EAST LEASE 2320 South DuPont Hwy Dover, DE 19901

# 14. ACCEPTANCE OF PROPOSALS

The Delaware Forest Service reserves the right to waive technicalities, to reject any and all proposals, to

advertise for new proposals, to proceed to deal with the land otherwise, or to abandon the execution of an Whitetail Deer Hunting lease, if, in the discretion of the Delaware Forest Service, the best interest of the State will be promoted thereby. The Delaware Forest Service shall award the hunting land lease to the bidder that the Delaware Forest Service determines to be the most advantageous to the State of Delaware. The successful proposer shall be notified within ninety (90) days of proposal opening.

# 15. **CONTACT INFORMATION**

Kyle Hoyd, Kyle.Hoyd@state.de.us, 302.698.4548

# 16. **EXCEPTIONS**

Proposers understand that there are no exceptions to the terms and conditions of this Request for Proposal.

# 17. **PROPOSAL / LEASE EXECUTION**

Both the non-collusion statement that is enclosed with this Request for Proposal and the Lease form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal Lease with the State of Delaware, Forest Service. The awarded vendor(s) shall submit their **W-9** with the executed Lease form **and** complete a W-9 Form by visiting the Division of Accounting's Website: <u>http://accounting.delaware.gov</u>.

# 18. **DISQUALIFICATION OF PROPOSERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal:

- a. More than one proposal for the same lease from an individual, firm, or corporation under the same or different names.
- b. Members of the proposers not being valid State of Delaware residents.
- c. Proposers not having the minimum number of hunt club members.
- d. Evidence of collusion among proposers.
- e. Any unauthorized additions, interlineations, conditional or alternate proposals or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- f. Unsatisfactory performance record as evidenced by past experience.

# SECTION C – AWARD AND EXECUTION OF LEASE

# 1. **EVALUATION OF PROPOSALS**

a. Proposals will be evaluated on the following basis:

	EVALUATION CRITERIA	PERCENTAGE	POINTS
1.	The offeror's ability to meet the conditions of this		
	Request for Proposal and resultant lease:		
	A. Number of hunters and hunting days	40	40
	committed to hunting leased forest land		
	B. Commitment to harvesting of two antlerless	10	10
	deer prior to any buck harvest by each hunter		
	C. Commitment and plan to harvest interior	10	10
	areas of leased forest tract		
2.	Bid Amount	40	40
	TOTAL SCORE	100%	100

b. The right is reserved to waive technicalities, to reject any or all proposals, or any portion thereof, to advertise for new bids, if in the judgment of the Delaware Forest Service or its agent, the best interest of the State will be promoted thereby.

# 2. AWARD OF LEASE

The Delaware Forest Service shall award a whitetail Deer Hunting lease to the highest qualified bidder. The successful bidder shall be notified within seven (7) days after the proposals due date.

# 3. **EXECUTION OF LEASE**

- a. The bidder to whom the award is made shall execute a formal Lease and bond within twenty days after date of official notice of the award of the Lease.
- b. If the successful bidder fails to execute the required Lease and bond, as aforesaid, within twenty days after the date of official notice of the award of the Lease, his bid guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Delaware Forest Service may decide.

# 4. **THE LEASE(S)**

The Lease(s) with the successful bidder(s) will be executed with the Delaware Forest Service.

# **SECTION D**

# SPECIFICATIONS AND LEASE REQUIREMENTS FOR LEASING WHITETAIL DEER HUNTING LANDS WITH THE DELAWARE FOREST SERVICE

The State of Delaware will lease white tail deer hunting rights on lands known as land in and around **Tunnell Tract East** situated on Redden State Forest in the Nanticoke Hundred, Sussex County, State of Delaware (tax parcels 23101000002500 & 23101000002600), subject to the following:

# TERM OF LEASE

This Lease will be for a period of September 1<sup>st</sup>, 2018-January 31<sup>st</sup>, 2019

# ACREAGE

Lands that are designated and offered for lease of white tail deer hunting rights by the Delaware Forest Service are approximately 513 acres. The Delaware Forest Service does not guarantee the exact acres of the land for lease.

# LAND USAGE

The Lessee is leasing the right for white tail deer hunting on the designated forest land. The land covered under this lease is to be used by Lessee for whitetail deer hunting purposes only and for no other purposes. Failure to do so will be cause for immediate termination of the lease.

# ASSIGNMENT OF LEASE

Lessee may not assign his interest in this lease without the prior written consent of the Lessor.

# SECURITY

Lessee covenants and agrees that Lessee will in no way interfere with the security of the institution or in the Delaware Forest Service's ability to carry out its mission and understands that daily operations of the Delaware Forest Service may interfere with the Lessee's ability to hunt white tail deer on the leased lands.

# BINDING

This agreement is binding upon the parties hereto, their heirs, successors, administrators and assignees.

# CONDITIONS

The Lessee of this property shall agree to the following conditions.

1. All hunting members of the Lessee must be State of Delaware residents and provide a valid State of Delaware driver's license.

2. Lessee and each hunting member of Lessee shall abide by all State and Federal hunting regulations as

outlined by the Delaware Department of Natural Resources and Environmental Control (DNREC) Division of Fish and Wildlife annual Hunting and Trapping Guide and the Delaware Forest Service (DFS) Rules and Regulations.

3. Lessee shall have a minimum number of twenty one (21) hunt club members.

4. Lessee agrees to provide and maintain Hunting Liability Insurance for all members who are approved to be hunting the property. Lessee shall provide Lessor with written proof of insurance prior to August 15 each year.

5. Lessee must provide a written contact list of all members who have been approved to be hunting on the said property with the following information; driver's license, criminal background check documentation, vehicle description with license plate number, copy of their annual hunting license, 24 hour phone number, and valid email address.

6. Lessee shall not allow any hunters on the property unless they are listed on the contact list which has been approved by the Lessor.

7. Lessee shall not cut any vegetation, create shooting lanes, drive outside of designated areas, or hunt any other animals other than the whitetail deer.

8. Lessee shall comply with all hunting stand regulations as outlined by the DFS in hunting regulation 8.3 of the DFS Rules and Regulations.

9. This lease agreement shall not be subleased by Lessee.

10. All hunting and trapping rights and privileges and all other land uses except whitetail deer hunting are reserved by the Lessor.

11. Each hunting member of Lessee is required to harvest two (2) antlerless deer prior to any buck harvests. Prior to the start of hunting season, Lessor will determine the minimum number of does the Lessee is required to kill during the hunting season. In addition to being reported to DNREC as per the state hunting regulations, ALL HARVESTS MUST BE REPORTED WITHIN 48 HOURS TO Erich.Burkentine@state.de.us AND Kyle.Hoyd@state.de.us. Lessee will also provide a summary of all deer harvested at the end of the season, including date killed, hunter who made the kill, method (shotgun, muzzleloader, bow, crossbow) and type (doe, buck, button buck).

12. Lessor reserves the right to grant easements and rights of way across or upon the leased property for public highways, railroads, tramways, telephone and telegraph transmission lines, pipelines, irrigation canals, raised canals and similar purposes. Lessee shall not make any claim against Lessor for any loss or damage described in this section.

13. Lessee shall be insured against liability resulting from any practice or presence upon the leased property.

14. Lessor or Lessor's designee reserves the right to enter the property without notice to monitor hunting activity during anytime throughout the lease period.

15. Lessor will continue to actively manage leased grounds for silvicultural and wildlife practices whichTunnell East AGR18513-HUNT\_EAST10

may interfere with hunting lease activities. Lessor shall use its best efforts to give Lessee 30 days' notice of any change in management practices that will likely have a material adverse impact on Lessee's hunting lease activities.

16. Lessee shall review and sign upon entering into this lease, the Delaware Forest Service Behavioral Tenant Form.

17. Lessee shall be provided limited all-terrain vehicle (ATV) and utility task vehicle (UTV) access on designated areas within the lease as outlined on the map. Failure to comply will result in forfeiture of the lease.

18. Lessor shall allow the use of bait on leased tracts during the lease period.

# **SPECIAL PROVISIONS**

a. Hunt clubs are eligible to submit one bid per RFP for each tract offered annually, however; the hunt club will only receive one lease annually if they are the high bidder and meet all the requirements. If for some reason a hunt club is the high bidder on multiple leases offered, DFS will grant them the option of choosing which lease they would like to have. The remaining leases will be offered to the next highest qualified bidder.

# HOLD HARMLESS

Lessee shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of Lessee, its members, employees, and invitees on or about the premises and which arise out of the Lessee's performance, or failure to perform as specified in the Agreement.

# **TERMINATION FOR CONVENIENCE**

Leases shall remain in effect for the time period and quantity specified unless the Lease is terminated by the State. The State may terminate the Lease at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

# **TERMINATION FOR CAUSE**

If, for any reasons or through any cause, the Lessee fails to fulfill in timely and proper manner his obligations under this Lease, or if the Lessee violates any of the covenants, agreements, or stipulations of this Lease, the State shall thereupon have the right to terminate this Lease by giving written notice to the Lessee of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination.

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Redden State Forest Tunnel Tract East 513 Acres

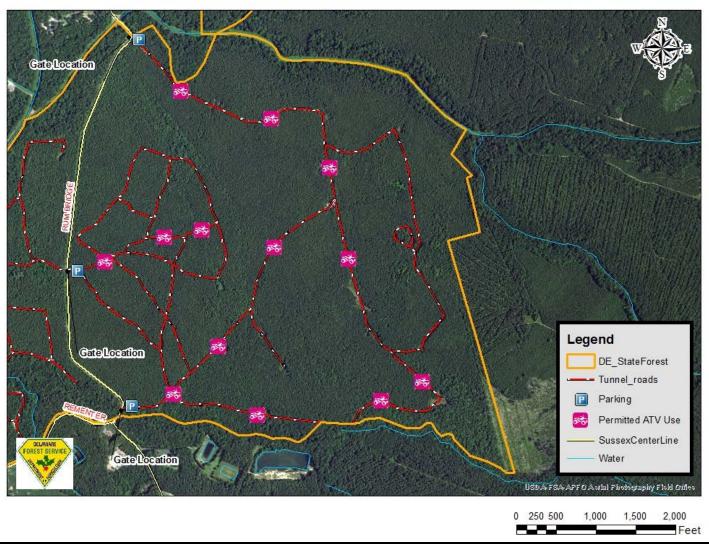


Exhibit 2



# DELAWARE FOREST SERVICE WHITETAIL DEER HUNTING LEASE AGR18513-HUNT\_EAST Tunnell East

This lease is made and entered into by the State of Delaware, Lessor, and [Lessee Name] of [Address], Lessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Lessor, acting by and through the Delaware Department of Agriculture, Delaware Forest Service, leases to Lessee, and Lessee leases from Lessor, the deer hunting rights on the property known as the **Tunnell Tract East** situated on Redden State Forest in the Nanticoke Hundred, Sussex County, State of Delaware (tax parcels 23101000002500 & 23101000002600), highlighted on the map attached hereto as Exhibit A.

In consideration of the mutual covenants herein contained, the parties agree as follows:

# Section I Term of Lease

The term of this lease is for one whitetail deer hunting season commencing on the 1st day of September 2018 and terminating on the 31st day of January 2019, without written notice of such termination, unless sooner terminated as herein provided. This lease may be renewed for up to an additional season if mutually acceptable to both parties.

#### Section II Annual Rent

Lessees shall pay as rights for the land \$\_\_\_\_\_\_ for the whitetail deer season. This represents a rights fee of \$\_\_\_\_\_\_ per acre on 513 acres. The fees (\$\_\_\_\_\_\_) for the season shall be paid in full by the Lessee on or before August 15 each season.

# Section III Use of Land for Hunting Purposes

The land described is leased for whitetail deer hunting purposes only. All the leased land that is suitable for hunting shall be hunted by Lessee each lease season, in a good and ethical manner. If the land or any part thereof is not so hunted, or is permitted to deteriorate, or if any waste is caused or permitted thereon by Lessee, this lease may be terminated on 30 days' notice by Lessor. Waste, as the term is employed herein, shall include the cutting or removal of any timber, branches, and vegetation on the land.

#### Section IV Cancellation and Forfeiture for Cause

On failure of Lessee to pay annual rent when due, or failure to keep any of the other covenants and agreements set forth herein, this lease may be canceled and forfeited by the Lessor upon five (5) days' notice.

# Section V Other Provisions and Conditions

 All hunting members of Lessee must be State of Delaware residents and provide a valid State of Delaware driver's license.

2. Lessee and each hunting member of the Lessee hereby agrees to abide by all State and Federal hunting regulations as outlined by the Delaware Department of Natural Resources and Environmental Control (DNREC) Division of Fish and Wildlife annual Hunting and Trapping Guide and the Delaware Forest Service (DFS) Rules and Regulations.

3. Lessee shall have a minimum number of twenty one (21) hunt club members.

 Lessee agrees to provide and maintain Hunting Liability Insurance for all members who are approved to be hunting the property. Lessee shall provide Lessor with written proof of insurance prior to August 15 each year.

5. Lessee must provide a written contact list of all members who have been approved to be hunting on the said property with the following information; driver's license, criminal background check documentation, vehicle description with license plate number, copy of their annual hunting license, 24 hour phone number, and valid email address.

6. Lessee shall not allow any hunters on the property unless they are listed on the contact list which has been approved by the Lessor.

7. Lessee shall not cut any vegetation, create shooting lanes, drive outside of designated areas, or hunt any other animals other than the whitetail deer.

8. Lessee shall comply with all hunting stand regulations as outlined by the DFS in hunting regulation 8.3 of the DFS Rules and Regulations.

9. This lease agreement shall not be subleased by Lessee.

10. All hunting and trapping rights and privileges and all other land uses except whitetail deer hunting are reserved by the Lessor.

11. Each hunting member of Lessee is required to harvest two (2) antlerless deer prior to any buck harvests. Prior to the start of hunting season, Lessor will determine the minimum number of does the Lessee is required to kill during the hunting season. In addition to being reported to DNREC as per the state hunting regulations, ALL HARVESTS MUST BE REPORTED WITHIN 48 HOURS TO Erich.Burkentine@state.de.us AND Kyle.Hoyd@state.de.us. Lessee will also provide a summary of all deer harvested at the end of the season, including date killed, hunter who made the kill, method (shotgun, muzzleloader, bow, crossbow) and type (doe, buck, button buck).

12. Lessor reserves the right to grant easements and rights of way across or upon the leased property for public highways, railroads, tramways, telephone and telegraph transmission lines, pipelines, irrigation canals, raised canals and similar purposes. Lessee shall not make any claim against Lessor for any loss or damage described in this section.

 Lessee shall be insured against liability resulting from any practice or presence upon the leased property.

14. Lessor or Lessor's designee reserves the right to enter the property without notice to monitor hunting activity during anytime throughout the lease period.

15. Lessor will continue to actively manage leased grounds for silvicultural and wildlife practices which may interfere with hunting lease activities. Lessor shall use its best efforts to give Lessee 30 days' notice of any change in management practices that will likely have a material adverse impact on Lessee's hunting lease activities.

16. Lessee shall review and sign upon entering into this lease, the Delaware Forest Service Behavioral Tenant Form.

17. Lessee shall be provided limited all-terrain vehicle (ATV) and utility task vehicle (UTV) access on designated areas within the lease as outlined on the map. Failure to comply will result in forfeiture of the lease.

18. Lessor shall allow the use of bait on leased tracts during the lease period.

19. This Lease is subject to all terms and provisions of the Request for Proposal, Whitetail Deer Hunting Lease, and Contract No. AGR18513-HUNT\_EAST and all such terms and provisions are incorporated herein by this reference.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

 
 Witness
 Kyle Hoyd Assistant Forestry Administrator Department of Agriculture

 SWORN TO AND DESCRIBED before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018.

 NOTARY PUBLIC

 Witness

SWORN TO AND DESCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

NOTARY PUBLIC

# **SECTION E**

# **PROPOSER BID SECTION**

To be considered for this Lease, complete the following forms fully and completely and return to The Delaware Forest Service, 2320 S. DuPont Hwy, Dover DE 19901 by **June 26<sup>th</sup>**, **2018**, **1:00PM Local Time**, at which time bids will be opened.

#### THE FOLLOWING ARE REQUIRED IN ORDER FOR YOUR BID TO BE CONSIDERED:

- **1.** Vendor Bid Offer Form
- 2. Brief description of experience relative to the conditions of this Request for Proposal
- **3.** Assertion of ability to meet the conditions of the lease provided in Exhibit 2
- 4. Complete list of Hunt Club Members as outlined in Exhibit 2 along with copies of driver's licenses and background check information for each member.

# PUBLIC BID OPENINGS

# NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

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#### The Delaware Forest Service

#### WHITETAIL DEER HUNTING LEASE OFFER FORM

# PROPOSAL DUE: June 26<sup>th</sup>, 2018, 1:00PM local time

TO:

# The Delaware Forest Service Hunting Lease Program TUNNELL EAST LEASE 2320 South DuPont Hwy Dover, DE 19901

WHITETAIL DEER HUNTING LEASE BID FOR: **Tunnell Tract East** AGR18513-HUNT\_EAST situated on Redden State Forest in the Nanticoke Hundred, Sussex County, State of Delaware (tax parcels 23101000002500 & 23101000002600): ACRES – 513

The undersigned, representing that he/she received a Bid Packet, read the Instructions to Bidders, reviewed the map of lands subject to lease (Exhibit 1), reviewed the hunting lease (Exhibit 2) and had the opportunity to visit the land subject to the lease, hereby makes the following bid offer to lease the above-referenced hunting lands for a term of one (1) whitetail deer hunting season beginning September 1, 2018 through January 31, 2019

\$ \_\_\_\_\_ (per season of whitetail deer hunting lease)

\$ \_\_\_\_\_ (per acre) for approximate 513 acres

For a successful bid, 25% of the bid amount shall be due within seven (7) days of bid acceptance. The remaining seventy five percent (75%) shall be due on or before August 15, 2018 of the lease term and failure of such payment in full will result in forfeiture of initial payment and cancellation of the awarded hunting lease.

This bid offer is submitted with the knowledge that the Delaware Forest Service reserves the right to waive technicalities, to reject any and all bids, to advertise for new bids, to proceed to deal with the land otherwise, or to abandon the execution of an hunting lease, if the best interest of the State will be promoted thereby. The Delaware Forest Service intends to award a Hunting lease to the bidder deemed to be most advantageous to the State of Delaware by the Delaware Forest Service. The successful bidder shall be notified within seven (7) working days.

PRINT NAME OF BIDDER:	SIGNATURE OF BIDDER:	
ADDRESS:		
TELEPHONE:	DATE SUBMITTED:	

Bidder is: an individual; a hunt club

If a hunt club, bid offer shall be signed by an authorized agent/person under the name of the hunting club.

STATE OF DELAWARE The Delaware Forest Service Hunting Lease Program TUNNELL EAST LEASE 2320 South DuPont Hwy Dover, DE 19901 NO BID REPLY FORM

#### BID # AGR18513-HUNT\_EAST BID TITLE: Tunnell East

To assist us in obtaining feedback about our Invitations to Bid, we ask that each proposer that does not wish to bid, state their reason(s) below and return to the above address.

We must offer a "No Bid" at this time because:

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:
- 3. We do not feel we can be competitive.
  - 4. Other:\_\_\_\_\_

PROPOSER NAME

SIGNATURE