



**DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
REQUEST FOR PROPOSAL  
Agricultural Land Lease**

**CONTRACT NO. AGR-20-005\_AGLEASE  
BLACKBIRD STATE FOREST-NAUDAIN/OAK HILL  
TRACT**

**February 22, 2019**

**- Deadline to Respond -  
March 26, 2019  
10:00 AM, LOCAL TIME**

**ALL PROPOSERS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" for AGRICULTURAL LAND LEASE.

The request for proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. AGR-20-005\_AGLEASE

- A. REQUEST FOR PROPOSAL
- B. GENERAL PROVISIONS
- C. AWARD AND EXECUTION OF LEASE
- D. DEPARTMENT OF AGRICULTURE SPECIFICATION AND LEASE REQUIREMENTS
- EXHIBIT 1 – MAP OF LAND
- EXHIBIT 2 – AGRICULTURAL LAND LEASE
- EXHIBIT 3 – COVER CROP REQUIREMENTS
- E. VENDOR BID SECTION
  - 1 – VENDOR BID FORM
  - 2 – NO BID REPLY FORM
  - 3 – NON-COLLUSION STATEMENT AND ACCEPTANCE

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 March 26, 2019 10:00 AM Local Time.**

**Proposals shall be submitted to:**

**Department of Agriculture  
Forest Service-Naudain/Oak Hill Tract  
AGR-20-005\_AGLEASE  
Kyle Hoyd  
2320 S 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@delaware.gov

## SECTION A

### REQUESTS FOR PROPOSALS

- A. Sealed proposals for **AGR-20-005 AGLEASE** shall be received by the Delaware Forest Service 2320 S. DuPont Hwy, Dover DE 19901, until **March 26<sup>th</sup> 2019, 10:00 AM** at which time proposals will be publicly opened and recorded.

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 Department of Agriculture Forest Service has determined that the parcel is outside the jurisdiction of the Commission on State Surplus Property.

**NOTE TO VENDORS:** The **Non-Collusion Statement must be notarized and signed or the bid will automatically be rejected.**

If you do not intend to submit a proposal, please return the "No Bid Reply Form."

**NOTE: Only the Proposer's name will be read at the bid opening.**

### 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	Due Date
RFP Availability to Vendors	February 22, 2019
Written Questions Due No Later Than (NLT)	March 12, 2019
Written Answers Due/Posted to Website NLT	March 19, 2019
Proposals Due NLT	March 26, 2019 10:00 A.M
Public Proposal Opening	March 26, 2019 10:00 A.M
Contract Award	Will occur within 30 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 March 12<sup>th</sup> 2019 All questions will be answered in

writing by March 19<sup>th</sup> 2019 and posted on <http://bids.delaware.gov/> 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.

**Department of Agriculture Forest Service  
Kyle Hoyd  
2320 S DuPont Hwy  
Dover, DE 19901  
(302) 698-4548**

**or**

**Kyle.Hoyd@delaware.gov**

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.

**Department of Agriculture  
Forest Service-Naudain/Oak Hill Tract  
AGR-20-005\_AGLEASE  
Kyle Hoyd  
2320 S 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 DFS. 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 contractor 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 work. The contractor shall indemnify and save harmless the State of Delaware, the DFS 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 employees.

7. **PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

## **8. DOCUMENTS**

Prospective offerors should ensure they review all Request for Proposal documents for each separate agricultural lease. Documents include instructions, a map (Exhibit 1), an agricultural 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 agricultural 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 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, the proposal reply form shall be signed by an authorized partner, under the name of the partnership. If the proposer is a corporation, the proposal reply form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed.

## **12. BID SECURITY**

Each proposal must be accompanied by a certified check made out to The Delaware Forest Service for twenty five percent (25%) of the proposed annual lease fee, serving as bid security. For a successful proposal, the bid security shall be applied to the first year annual lease fee upon execution of the agricultural lease. The remaining seventy five percent (75%) shall be broken into (2) payments; (25%) due on or before April 1st, 2020 and the remaining (50%) due on or before November 30<sup>th</sup>, 2020. of the first year of the lease term. For an unsuccessful proposal, the bid security shall be returned to the proposer no later than thirty (90) days after the opening of proposals.

## **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 Proposal Enclosed, labeled with the contract number, proposer's name and the bid opening date and time. Proposals submitted by mail shall be enclosed in an outer envelope marked with Proposal

Enclosed and sent to:

**Department of Agriculture  
Forest Service-Naudain/Oak Hill Tract  
AGR-20-005\_AGLEASE  
Kyle Hoyd  
2320 S 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 agricultural lease, if the best interest of the State will be promoted thereby. The Delaware Forest Service shall award an agricultural land lease to the highest qualified bidder. The successful proposer shall be notified within thirty (30) days of proposal opening.

**15. CONTACT INFORMATION**

**Department of Agriculture  
Forest Service-Naudain/Oak Hill Tract  
AGR-20-005\_AGLEASE  
Kyle Hoyd  
2320 S DuPont Hwy  
Dover, DE 19901  
(302) 698-4548 [Kyle.Hoyd@delaware.gov](mailto:Kyle.Hoyd@delaware.gov)**

**16. EXCEPTIONS**

None

**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: <http://accounting.delaware.gov> .

**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. Evidence of collusion among proposers.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Not a Delaware resident. (All bidders must be a State of Delaware resident).



## 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.	10	10
2.	The offeror's use of Products and/or Services that are provided by Agricultural Businesses which are certified for Best Management Practices(BMP), Good Food Handling Practices(GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.	5	5
3.	Bid Amount	85	85
.	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, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the 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 an agricultural land lease to the highest qualified bidder. The successful bidder shall be notified within thirty (30) 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 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 AGRICULTURAL LANDS WITH THE**  
**DELAWARE FOREST SERVICE**

The State of Delaware will lease agricultural lands known as land in and around the **Naudain/Oak Hill Tract of Blackbird State Forest**, subject to the following:

**TERM OF LEASE**

The term of this lease is for five (5) crop seasons commencing on the 1st day of January 2020 and terminating on the 31st day of December 2024, without written notice of such termination, unless sooner terminated as herein provided. This lease may be renewed for up to an additional five (5) years if mutually acceptable to both parties and there are no violations during the first five (5) year period. The Department of Agriculture reserves the right to raise the land rent up to (25%) of the current rate after the (5<sup>th</sup>) year of this lease. The percentage shall take effect for the remaining (5) years if the lessee agrees to the new terms.

**ACREAGE**

Fields that are designated and offered for lease by DFS are 44 acres +/- . The DFS does not guarantee the exact acres of the land for lease.

**LAND USAGE**

The land covered under this lease is to be used for crop purposes only and for no other purposes. Lessee covenants and agrees that it will farm in accordance with generally accepted farming practices and procedures. 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 he will in no way interfere with the security of the Institution or in the Department's ability to carry out its mission.

**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.

**\*\*\*See Section V of Exhibit 2\*\*\***

## **HOLD HARMLESS**

The successful bidder agrees that it 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 the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder'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 sixty (60) days before the effective date of termination.

## **TERMINATION FOR CAUSE**

If, for any reasons or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Lease, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Lease shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

*balance of page intentionally blank*

## **SECTION E**

### **VENDOR 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 March 26<sup>th</sup> 10:00 AM, **Local Time**, at which time bids will be opened.

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

- 1. Non-Collusion Statement**
- 2. Vendor Bid Offer Form**
- 3. Brief description of experience relative to the conditions of this Request for Proposal**
- 4. Description of use of Products and/or Services that are provided by Agricultural Businesses which are certified for Best Management Practices(BMP), Good Food Handling Practices(GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.**

#### **PUBLIC BID OPENINGS**

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

*balance of page intentionally blank*

**DELAWARE FOREST SERVICE**

**AGRICULTURAL LAND LEASE  
OFFER FORM**

**PROPOSAL DUE: MARCH 26<sup>TH</sup> 2019, 10:00 AM local time**

**TO: Department of Agriculture  
Forest Service-Naudain/Oak Hill Tract  
AGR-20-005\_AGLEASE  
Kyle Hoyd  
2320 S DuPont Hwy  
Dover, DE 19901**

**AGRICULTURAL LAND LEASE BID FOR:  
Blackbird State Forest Naudain/Oak Hill Tract, ACRES – 44**

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 agricultural 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 agricultural lands for the terms listed in the this RFP and lease.

\$ \_\_\_\_\_ (per year of agricultural lease)

\$ \_\_\_\_\_ (per acre)

This proposal is submitted with a certified check made out to The Delaware Forest Service as a Bid Security of twenty-five percent (25%) of the bid annual lease fee.

Bid Security = \$ \_\_\_\_\_. For a successful bid, the Bid Security shall be applied to the first year annual lease fee upon execution of the agricultural lease. The remaining seventy five percent (75%) shall be broken into (2) payments; (25%) due on or before April 1st, 2020 and the remaining (50%) due on or before November 30<sup>th</sup>, 2020. of the first year of the lease term. For an unsuccessful proposal, the bid security shall be returned to the proposer no later than thirty (90) days after the opening of proposals.

This bid offer is submitted with the knowledge that the DFS 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 agricultural lease, if the best interest of the State will be promoted thereby. The DFS shall award an agricultural land lease to the highest qualified bidder. 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; ☐ partnership; ☐ Corporation

If a partnership, bid offer shall be signed by an authorized partner under the name of the partnership. If a corporation, bid offer shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal affixed.

*balance of page intentionally blank*

**Department of Agriculture  
Forest Service-Naudain/Oak Hill Tract  
AGR-20-005\_AGLEASE  
Kyle Hoyd  
2320 S DuPont Hwy  
Dover, DE 19901**

**NO BID REPLY FORM**

**BID # AGR-20-005\_AGLEASE**

**BID TITLE: Blackbird State Forest Naudain/Oak Hill Tract**

To assist us in obtaining feedback about our Invitations to Bid, we ask that each firm 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. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We are not a resident of the State of Delaware
- \_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

**CONTRACT NO:**    **AGR-20-005\_AGLEASE**  
**TITLE:**            **Blackbird Naudain/Oak Hill Tract**  
**DEADLINE TO RESPOND:**   **March 26<sup>th</sup> 2019 10:00 AM**

### NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment G, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control.

COMPANY NAME \_\_\_\_\_ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
 LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



Exhibit 1

MAP

Available at <http://bids.delaware.gov>

Exhibit 2

LEASE

Available at <http://bids.delaware.gov>