



# **State of Delaware**

**AGRICULTURAL LAND LEASE FOR LANDS IN AND  
AROUND SUSSEX CORRECTIONAL INSTITUTION  
(SUSSEX COUNTY)**

## **REQUEST FOR PROPOSAL**

**Contract No. DOC17045-LANDLEASE\_SCI**

**November 11, 2016**

***- Deadline to Respond -  
December 12, 2016  
1:00 PM (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. DOC17045-LANDLEASE\_SCI

- A. REQUEST FOR PROPOSAL
- B. GENERAL PROVISIONS
- C. AWARD AND EXECUTION OF LEASE
- D. DEPARTMENT OF CORRECTION SPECIFICATION AND LEASE REQUIREMENTS
  - EXHIBIT 1 – MAP OF LAND
  - EXHIBIT 2 – AGRICULTURAL LAND LEASE
- 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 December 12, 2016 at 1:00 PM Local Time.**

**Proposals shall be submitted to:**

**State of Delaware  
Department of Correction  
Purchasing Services Administrator  
245 McKee Road  
Dover, Delaware 19904**

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 Craig Fetzer at [Craig.Fetzer@state.de.us](mailto:Craig.Fetzer@state.de.us) or 302-857-5412.

**SECTION A**  
**REQUESTS FOR PROPOSALS**

- 1) Sealed proposals for **DOC17045-LANDLEASE SCI** shall be received by the Department of Correction, 245 McKee Road, Dover, Delaware 19904, until **December 12, 2016, 1:00 PM local time**, at which time proposals will be publicly opened and recorded.

The Department of Correction 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, Department of Correction 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.**

2) **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.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	November 11, 2016
Written Questions Due No Later Than (NLT)	November 18, 2016
Written Answers Due/Posted to Website NLT	November 28, 2016
Proposals Due NLT	December 12, 2016 @ 1:00 PM (Local Time)
Public Proposal Opening	December 12, 2016 @ 2:00 PM (Local Time)
Proposal Evaluation/Presentations as required	N/A
Vendor Best & Final Discussions, as required	N/A
Contract Award	Will occur within 30 days of bid opening

### **3) 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 November 18, 2016. All questions will be answered in writing by November 28, 2016 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.

### **4) 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.

**Craig Fetzer**  
**Purchasing Services Administrator**  
**245 McKee Road**  
**Dover, DE 19904**

**Or**

**[Craig.Fetzer@state.de.us](mailto:Craig.Fetzer@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.

### **5) 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.

**State of Delaware  
Department of Correction  
DOC17045-LANDLEASE\_SCI  
Craig Fetzer  
Purchasing Services Administrator  
245 McKee Road  
Dover, Delaware 19904**

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 Department of Correction. 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, Department of Correction, 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 Delaware Department of Correction 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%) of the first year lease shall be due within 30 days after the effective date of the signed lease. For an unsuccessful proposal, the bid security shall be returned to the proposer no later than thirty (30) 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:

**State of Delaware**  
**Department of Correction**  
**Craig Fetzer**  
**Purchasing Services Administrator**  
**245 McKee Road**  
**Dover, Delaware 19904**

## **14) ACCEPTANCE OF PROPOSALS**

The Department of Correction 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 Department of Correction 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**

Craig Fetzer, Purchasing Services Administrator  
302-857-5412 / [Craig.Fetzer@state.de.us](mailto:Craig.Fetzer@state.de.us)

## **16) EXCEPTIONS**

Proposers may elect to take minor exception to the terms and conditions of this Request for Proposal. Department of Correction shall evaluate each exception according to the intent of the

terms and conditions contained herein, but Department of Correction must reject exceptions that do not conform to State law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the proposal opening.

#### **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, Department of Correction. 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. 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.
- e. Non-attendance of mandatory pre-bid meetings.

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**SECTION C – AWARD AND EXECUTION OF LEASE**

**1) EVALUATION OF PROPOSALS**

a) Proposals will be evaluated on the following basis:

	EVALUATION CRITERIA		
		<b>PERCENTAGE</b>	<b>POINTS</b>
1.	The offeror’s ability to meet the conditions of this Request for Proposal and resultant lease.	45	45
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.	10	10
3.	Cost	45	45
	<b>TOTAL SCORE</b>	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 Department of Correction or its agent, the best interest of the State will be promoted thereby.

**2) AWARD OF LEASE**

The Department of Correction 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 Department of Correction may decide.

**4) THE LEASE(S)**

The Lease(s) with the successful bidder(s) will be executed with the Department of Correction.

## **SECTION D**

### **SPECIFICATIONS AND LEASE REQUIREMENTS FOR LEASING AGRICULTURAL LANDS WITH THE DEPARTMENT OF CORRECTION**

The State of Delaware will lease agricultural lands known as land in and around Sussex Correctional Institution, subject to the following:

#### **1) TERM OF LEASE**

This Lease will be valid for a three (3) year period from effective date of award. The Lease may be renewed for two (2) one (1) year periods through negotiation between Lessee and Lessor. Negotiation may be initiated no later than thirty (30) days prior to the termination of the current Lease.

#### **2) ACREAGE**

Fields that are designated and offered for lease by Department of Correction are approximately 78 acres. Department of Correction does not guarantee the exact acres of the land for lease.

#### **3) 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.

#### **4) ASSIGNMENT OF LEASE**

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

#### **5) 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.

#### **6) BINDING**

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

## 7) CONDITIONS

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

- a. Farm machinery capable of self-propulsion may **not** be left unattended on the property.
- b. Hunting rights and trapping will not be allowed on any of the State land, leased or otherwise.
- c. Lessee is to maintain all hedgerows and ditches around the planted fields.
- d. No TENANT, a member of his family, or his employees is to have any type of contact with any inmate confined to the Sussex Correctional Institution.
- e. Lessee must maintain the proper Ph and mineral content of the leased acreage in accordance with Department of Agriculture standards.
- f. The use of herbicides for good weed control in all fields must be followed.
- g. When the period of the lease is complete, all land must be left in a condition so that it will be tillable next season.
- h. All fertilizer applied and all other cultural treatment to be accomplished so as not to impair or diminish the crop producing ability or quality of any of the leased Land.
- i. Careful maintenance of profile of land and pattern of cultivation to conform to and preserve all land drainage systems presently in operation on any field.
- j. Tillage to create no ridges which will interfere with performance of land drainage.
- k. Use 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.

## 8) 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.

## **9) 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.

## **10) 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.

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**Exhibit 1**



**Exhibit 2**

LEASE # DOC17045-LANDLEASE\_SCI

AGRICULTURAL LANDS  
AT  
SUSSEX CORRECTIONAL INSTITUTION

THIS LEASE, made and entered into this XX day of [insert month and year], by and between the State of Delaware, Department of Correction Party of the First Part, hereinafter referred to as "DEPARTMENT,"

AND

(Tenant), of (Tenant Address), Party of the Second Part, hereinafter referred to as "TENANT."

WITNESSETH, for and in consideration of the covenants and promises hereinafter contained and the payment of rentals as herein set forth, DEPARTMENT leases and rents TENANT and TENANT leases and rents from DEPARTMENT, all that certain cleared tracts of land situate in

\_\_\_\_\_ to the \_\_\_\_\_ Tax Records and more specifically located on the attached map, hereinafter referred to as "leased land".

**1) PARTIES.** The name and address of the Parties are:

DEPARTMENT: Department of Correction  
245 McKee Road  
Dover, Delaware 19904

TENANT: (Tenant Address & Phone No.)

**2) TERM OF LEASE.** The term of this Lease shall be for three (3) years beginning on [insert date] and terminating on [insert date], without notice of such termination. The Lease may be renewed for two (2) one (1) year periods through negotiation between Lessee and Lessor. Negotiation may be initiated no later than thirty (30) days prior to the termination of the current Lease.

**3) RENTAL FEE.** TENANT shall pay DEPARTMENT an annual rental fee of (amount) Dollars (\$). The annual rental fee is based on (amount) Dollars (\$) per acre charge for approximately 78 acres. DEPARTMENT does not guarantee the exact total acreage of

leased land. Rental fees shall be paid to DEPARTMENT on or before [insert month and day] for that lease year.

- 4) **SECURITY INTEREST.** TENANT hereby grants to DEPARTMENT a security interest in the agricultural commodities grown by TENANT on the leased land during the term of this Lease, whether such crops are standing, grown, in storage or in transit, and in any proceeds from the sale, exchange, transfer or other disposition of the collateral or proceeds, to ensure the performance by TENANT under all agreements with DEPARTMENT, as well as payment of any and all sums now, heretofore and hereafter owing to DEPARTMENT by TENANT as a result of TENANT entering into this Lease with DEPARTMENT.
  
- 5) **USE OF LEASED LAND.** The leased land may be used for producing agricultural commodities, including, but not limited to, grain, vegetable, and forage crops. TENANT agrees to follow good farm management practices and to farm the land in a good and reasonable manner to avoid degradation of the environment and further agrees to the following:
  - a) TENANT shall enter into a Conservation Plan for the leased land with the National Resources Conservation Service. The Plan shall contain instructions for management of soil fertility, nutrients, erosion control, agricultural chemicals, integrated pest management, and wildlife concerns. TENANT shall enter into a Nutrient Management Plan for the leased land with the Delaware Department of Agriculture. The plan shall follow all appropriate state regulations. Both plans shall be submitted to the DEPARTMENT prior to the end of the first year of the lease term.
  - b) TENANT shall use all reasonable precautions to avoid the establishment of any noxious weeds, including Johnson grass, Canada thistle, bur cucumber, giant ragweed, and any additional noxious weeds as specified under Delaware State Law. If TENANT fails to control said vegetation, then DEPARTMENT may terminate this Lease and may contract with an independent vendor to apply appropriate control measures to eradicate said noxious weeds and the cost of such measures shall be the responsibility of the TENANT.
  - c) TENANT shall submit to DEPARTMENT, upon request, a list of all agricultural pesticides, herbicides and other chemical sprays to be used on the leased land. All such products shall meet Federal and State standards and, if required, be applied by certified applicators in the appropriate manner and rate as per label instructions. Violation of Federal, State pesticide, herbicide or other chemical spray laws, rules and regulations shall be a condition to cancel the Lease. DEPARTMENT reserves the right to prohibit the use of certain agricultural chemicals on the leased land.
  - d) Dumping, depositing, abandoning, discharging, releasing, or storing of any gaseous, liquid or solid hazardous wastes, substances, materials, or debris of whatever nature on, in, over, or under the ground or into surface or ground water is prohibited, except as permitted by law.

- e) Farm machinery capable of self-propulsion may **not** be left unattended on the property.
- f) No TENANT, a member of his family, or his employees is to have any type of contact with any inmate confined to the Sussex Correctional Institution.
- g) Hunting rights and trapping will not be allowed on the leased land.
- h) TENANT is to maintain all hedgerows and ditches around the planted fields.
- i) TENANT must maintain the proper Ph and mineral content of the leased acreage in accordance with Department of Agriculture standards.
- j) The use of herbicides for good weed control in all fields must be followed.
- k) When the period of the lease is complete, all land must be left in a condition so that it will be tillable next season.
- l) All fertilizer applied and all other cultural treatment to be accomplished as not to impair or diminish the crop producing ability or quality of any of the leased Land.
- m) Careful maintenance of profile of land and pattern of cultivation to conform to and preserve all land drainage systems presently in operation on any field.
- n) Tillage to create no ridges which will interfere with performance of land drainage.
- o) 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.
- p) TENANT shall submit to DEPARTMENT, upon request, an annual harvest report indicating type and amount of agricultural commodity harvested from the leased land.
- q) TENANT may be permitted to participate in Farm Service Agency or similar agricultural assistance programs. Participation in these programs is subject to the approval of DEPARTMENT.
- r) Excavation, digging, removing, or selling of loam, peat, gravel, soil, rock, sand, or any similar material by the TENANT is prohibited.
- s) TENANT shall not construct or install any permanent structures on the leased land. An irrigation system may be installed with the prior approval of DEPARTMENT.
- t) TENANT shall not sublease any part of the leased land.

- u) DEPARTMENT is not responsible for wildlife or apprehension efforts resulting in damages to agricultural commodities on the leased land.
- 6) RESERVED RIGHTS.** DEPARTMENT reserves the following rights related to the leased land:
- a) DEPARTMENT reserves the right to grant easements and rights of way across or upon the leased land. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.
  - b) DEPARTMENT reserves the right to create pathways, buffer strips, and hedgerows or to divert land for other Department uses. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.
  - c) DEPARTMENT reserves the right of ingress and egress onto and over the leased land for inspection purposes, for enforcement of all laws, rules and regulations of DEPARTMENT and for any other lawful purpose.
- 7) HOLD HARMLESS.** TENANT agrees to exercise the rights herein granted at its own risk fees, arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the leased land, regardless of cause, unless due to the gross negligence or willful misconduct of any of the Indemnified Parties.
- 8) DAMAGES TO PROPERTY.** TENANT agrees to be solely responsible for any and all injury, loss or damage to TENANT'S person, crops, equipment, and property or to equipment and property of others which may be placed on the leased land at TENANT'S request, and TENANT waives and releases any and all claims or rights against DEPARTMENT with respect thereto.
- 9) INSURANCE.** TENANT shall be insured against liability resulting from any agricultural practice or presence upon the leased land.
- 10) ASSIGNMENT, INSOLVENCY OR BANKRUPTCY.** Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of TENANT or (b) a general assignment by TENANT for the benefit of creditors or (c) any action taken or suffered by TENANT under any insolvency or bankruptcy act shall constitute a breach of this Lease by TENANT and cause this Lease to terminate immediately.
- 11) TERMINATION OF LEASE.** TENANT agrees that if it fails to observe or perform any of the conditions or covenants on its part to be observed or performed, or if TENANT knowingly permits any unlawful acts to be carried out upon the leased land, then DEPARTMENT shall have the right to terminate the Lease and to re-enter and repossess the leased land in the manner provided for by the laws of the State of Delaware. If DEPARTMENT terminates this Lease while TENANT has crops growing in the fields, the DEPARTMENT agrees not to take possession of the leased land until after TENANT has

harvested the crop during the normal harvest period or, at DEPARTMENT'S option, DEPARTMENT will reimburse TENANT at the fair market value for crops destroyed. TENANT may terminate this Lease by giving DEPARTMENT ninety (90) days notice in writing. In the event the termination date set forth in such termination notice extends into a new lease term, TENANT must, as a condition precedent to the termination, remit to DEPARTMENT with such notice payment for carry-over rent equaling a pro-rated portion of the annual rental fee due under the Lease. TENANT shall yield peaceable possession of the leased land at the termination of the Lease.

**12) NOTICES.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as per Section A, item D. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice.

**13) WAIVER OF BREACH.** The waiver or acceptance by DEPARTMENT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing. The subsequent acceptance of rent hereunder by DEPARTMENT shall not be deemed to be a waiver or acceptance of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of TENANT to pay the particular rental fee so accepted, regardless of DEPARTMENT'S knowledge of such preceding breach at the time of acceptance of such rental fee.

**14) LEGAL COSTS AND EXPENSES.** TENANT shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.

**15) RULES AND REGULATIONS.** The rules and regulations contained in this Lease, as well as such reasonable rules and regulations as may be hereafter adopted by DEPARTMENT for the safety, care and protection of its leased lands and the preservation of good order thereon, are hereby expressly made a part hereof, and TENANT agrees to adhere to all such rules and regulations, after notice of same.

**16) REMEDIES.** It is understood and agreed that the remedies herein given to DEPARTMENT shall be cumulative, and the exercise of any one remedy by DEPARTMENT shall not be to the exclusion of any other remedy.

**17) BINDING AGREEMENT.** The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Lease shall not be interpreted as a waiver of the sovereign immunity of DEPARTMENT.

**18) TIME.** Time is of the essence of this Lease.

**19) LAW.** This Lease shall be construed and interpreted in accordance with the laws of the State of Delaware.

**20) ENTIRE CONTRACT.** This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Lease. There are no representations or warranties, either oral or written, except those contained in this Lease. This Lease may be modified only by an amendment in writing signed by both Parties.

**21) SEVERABILITY.** If any portion of this Lease shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this Lease shall remain in full force and effect as if it had been executed with the invalid portion omitted.

*balance of page intentionally blank*

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the day and year above written.

STATE OF DELAWARE  
Department of Correction

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert M. Coupe  
Commissioner  
Delaware Department of Correction

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Christopher M. Klein  
Bureau Chief of Prisons  
Delaware Department of Correction

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Janet L. Durkee  
Bureau Chief, Administrative Services  
Delaware Department of Correction

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Craig Fetzer  
Purchasing Services Administrator  
Delaware Department of Correction

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Tenant Signature

## **SECTION E**

### **VENDOR BID SECTION**

To be considered for this Lease, complete the following forms fully and completely and return to Department of Correction, 245 McKee Road, Dover, Delaware 19904 by **December 12, 2016, 1:00 PM 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. Assertion of ability to meet the conditions of the lease provided in Exhibit 2**
- 5. 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**

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**DEPARTMENT OF CORRECTION**

**AGRICULTURAL LAND LEASE  
OFFER FORM**

**PROPOSAL DUE: December 12, 2016, 1:00 PM local time**

TO: State of Delaware  
Department of Correction  
245 McKee Road  
Dover, Delaware 19904

AGRICULTURAL LAND LEASE BID FOR:  
SUSSEX CORRECTIONAL INSTITUTION  
GEORGETOWN, DELAWARE, ACRES – 78

**Ability to Perform**

1. Have you held a previous State agriculture lease? (Circle One) YES / NO
2. Are you a current State agriculture lease holder? (Circle One) YES / NO
3. Have you ever lost/defaulted on a State Agriculture Lease? (Circle One) YES / NO  
If YES, provide details explain why?

4. How many years of farming experience? (Check one box)

- 0-5
- 5-10
- 10-15
- 15-20
- 20-25
- 25+

**Best Management Practices**

Please list all of the agriculture BMPs that you plan to use.

**Cost**

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 a term of three (3) years beginning with a fully executed Land Lease.

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

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

This proposal is submitted with a certified check made out to Department of Correction 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%) of the first year lease shall be due within 30 days after the effective date of the signed lease and failure of such payment in full will result in forfeiture of the Bid Security and cancellation of the awarded agricultural lease.

This bid offer is submitted with the knowledge that Department of Correction 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. Department of Correction shall award an agricultural land lease to the highest qualified bidder. The successful bidder shall be notified within thirty (30) 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.

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**STATE OF DELAWARE**  
**Delaware Department of Correction**  
**245 McKee Road, Dover, DE 19904**

**NO BID REPLY FORM**

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 do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

CONTRACT NO: DOC17045-LANDLEASE\_SCI

TITLE: AGRICULTURAL LAND LEASE FOR LANDS IN AND AROUND SUSSEX CORRECTIONAL INSTITUTION (SUSSEX COUNTY)

DEADLINE TO RESPOND: December 12, 2016 at 1:00 PM (Local Time)

**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 \_\_\_\_\_