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**Department of Natural Resources and Environmental Control  
REQUEST FOR PROPOSAL  
Agricultural Land Lease  
Moores Lake Aquaculture Ponds**

**CONTRACT NO. NAT25001-Aqua\_Ponds**

**February 20, 2025**

**- Deadline to Respond -**

**March 5, 2025, 3:30pm 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. NAT25001-Aqua\_Ponds

- A. REQUEST FOR PROPOSAL
  - B. GENERAL PROVISIONS
  - C. AWARD AND EXECUTION OF LEASE
  - D. DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL, DIVISION OF FISH AND WILDLIFE 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 March 5, 2025, 3:30pm local time.**

**Proposals shall be submitted to:**

**Delaware Department of Natural Resources and Environmental Control  
Division of Fish and Wildlife  
3002 Bayside Drive  
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 Edna Stetzar, (302) 735-8654, [Edna.Stetzar@delaware.gov](mailto:Edna.Stetzar@delaware.gov).

## SECTION A

### REQUESTS FOR PROPOSALS

- A. Sealed proposals for NAT25001-Aqua\_Ponds shall be received by the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, 3002 Bayside Drive, Dover, DE 19901, until **March 5, 2025 3:30pm local time**, at which time proposals will be publicly opened and recorded.

The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife 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 Natural Resources and Environmental Control, Division of Fish and Wildlife 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 20, 2025
Written Questions Due No Later Than (NLT)	February 25, 2025
Written Answers Due/Posted to Website NLT	February 28, 2025
Proposals Due NLT	March 5, 2025 3:30pm local time
Public Proposal Opening	March 5, 2025 3:30pm local time
Proposal Evaluation/Presentations as required	March 7, 2025
Vendor Best & Final Discussions, as required	March 9, 2025
Contract Award	Will occur within 90 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 February 25, 2025. All questions will be answered in writing by February 28, 2025 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.

**Edna Stetzar  
Department of Natural Resources and Environmental Control  
Division of Fish and Wildlife  
3002 Bayside Drive  
Dover, DE 19901**

**or**

[Edna.Stetzar@delaware.gov](mailto:Edna.Stetzar@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 Natural Resources and Environmental Control  
Division of Fish and Wildlife  
3002 Bayside Drive  
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 Department of Natural Resources and Environmental Control, Division of Fish and Wildlife. 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 Natural Resources and Environmental Control, 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 Department of Natural Resources and Environmental Control, Division of Fish and Wildlife 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 due on or before April 1, 2025 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 Natural Resources and Environmental Control  
Division of Fish and Wildlife  
3002 Bayside Drive  
Dover, DE 19901

**14. ACCEPTANCE OF PROPOSALS**

The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife 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 Natural Resources and Environmental Control, Division of Fish and Wildlife shall award an agricultural land lease to the highest qualified bidder. The successful proposer shall be notified within ninety (90) days of proposal opening.

15. **CONTACT INFORMATION**

Edna Stetzar  
(302) 735-8654  
[Edna.Stetzar@delaware.gov](mailto:Edna.Stetzar@delaware.gov)

16. **EXCEPTIONS**

Proposers may elect to take minor exception to the terms and conditions of this Request for Proposal. The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife shall evaluate each exception according to the intent of the terms and conditions contained herein, but The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife 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 Natural Resources and Environmental Control, Division of Fish and Wildlife. 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.

## 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.	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
.	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 Department of Natural Resources and Environmental Control, Division of Fish and Wildlife or its agent, the best interest of the State will be promoted thereby.

### 2. AWARD OF LEASE

The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife shall award an agricultural land lease to the highest qualified bidder. The successful bidder shall be notified within ninety (90) 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, their 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 Department of Natural Resources and Environmental Control, Division of Fish and Wildlife may decide.

### 4. THE LEASE(S)

The Lease(s) with the successful bidder(s) will be executed with the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife.

## **SECTION D**

### **SPECIFICATIONS AND LEASE REQUIREMENTS FOR LEASING AGRICULTURAL LANDS WITH THE** The Department of Natural Resources and Environmental Control Division of Fish and Wildlife

The State of Delaware will lease agricultural lands known as land in and around “Moores Lake Aquaculture Ponds”, subject to the following:

#### **TERM OF LEASE**

This Lease will be for a period of two years starting April 1, 2025 and ending March 31, 2027.

#### **ACREAGE**

The four ponds designated and offered for lease by the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife are approximately cumulatively 4.2 acres, located on a parcel of approximately 14.8 acres. The Department of Natural Resources and Environmental Control, Division of Fish and Wildlife does not guarantee the exact acres of the land for lease.

#### **LAND USAGE**

The land covered under this lease is to be used for fish aquaculture purposes only and for no other purposes. Lessee covenants and agrees that it will conduct fish aquaculture activities in accordance with generally accepted 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.

- a. Major infrastructure repairs or additions to existing infrastructure will not be made without prior notification and approval from the Department.
- b. Lessee shall routinely cut vegetation on the dikes and other areas that have been previously mowed to maintain access to all areas of the ponds and to maintain a neat and orderly appearance of the premises.

- c. Pesticides for weed or algae control must be handled safely and used in a manner consistent with the products labeling.
- d. Machinery capable of self-propulsion may **not** be left unattended on the property.
- e. 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.
- f. Hunting rights and trapping will not be allowed on any of the State land, leased or otherwise.
- g. When the period of the lease is complete, all land must be left in a condition it was when the agreement was first entered into by the Lessee.

## **SPECIAL PROVISIONS**

- a. The Lessee shall not knowingly place in the ponds or on the premises any fish with disease or parasite, or any non-indigenous species of fish, including hybrids, that may escape and could survive and reproduce in the waters of this State.
- b. The Lessee shall notify the Department contact in writing of the species and origin of broodstock of all fishes to be placed in the ponds on the premises prior to placing same on the premises. The Department contact will notify the Lessee in writing within seven (7) days, either not approving or approving the species and/or origin of broodstock of all fishes to be placed on the premises.
- c. The Lessee shall operate only a hatchery, rearing and/or grow out operation at the Moores Lake Aquaculture Pond Facility. No fee fishery operations shall be permitted.
- d. The Lessee must comply with all of the specifications and requirements set forth by the Department of Natural Resources and Environmental Control as applicable to facility and effluent discharges.
- e. The use of piscicides is prohibited, unless justifiable and approved by the Department. Application will require strict adherence to the product label, application by a Delaware certified restricted use pesticide applicator, proper discharge permits, and prevention of discharge into adjacent waterways or water bodies.
- f. The Lessee shall not put a personal lock on the gate to the facility; the Department will provide a lock and key or code for entry.

## **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**

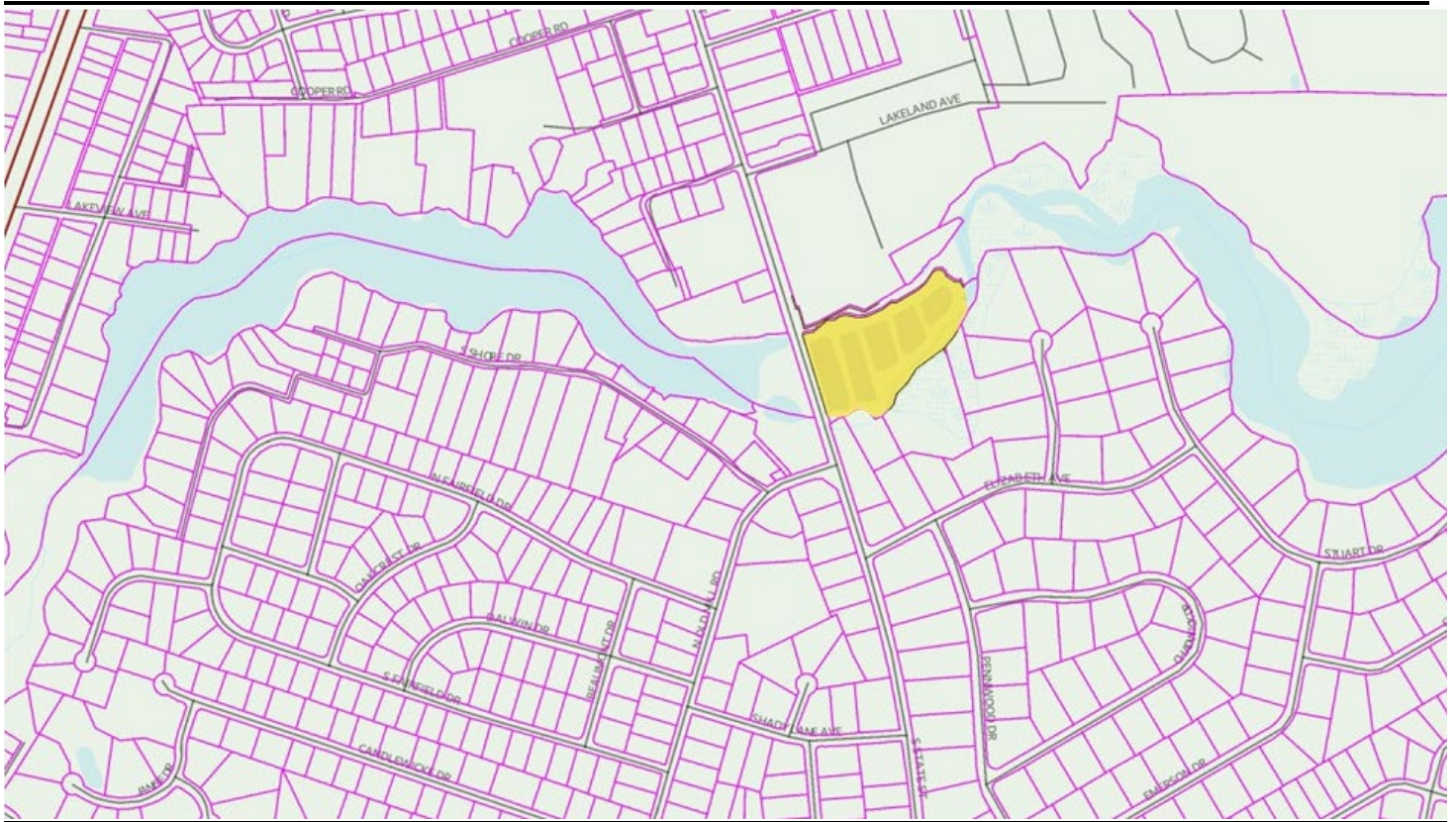
If, for any reasons or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Lease, or if the Contractor violates any of the covenants, agreements, or stipulations of this Lease, the State shall thereupon have the right to terminate this Lease by giving 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.

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# Exhibit 1

## Location of "Moore's Lake Aquaculture Ponds"

Kent County Tax Map Parcel 2-00-08613-02-2300-00001; East side of South State Street, Dover, Delaware.



**Exhibit 2**

LEASE # NAT25001-Aqua Ponds  
AGRICULTURAL LANDS  
AT  
Moores Lake Aquaculture Pond Facility

THIS LEASE, made and entered into this XX day of [insert month and year], by and between the State of Delaware, Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, 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 and ponds situated in North Murderkill Hundred, Kent County, Delaware on Tax Map Parcel 2-00-08613-02-2300-00001, east side of South State Street, Dover and known as the “Moore Lake Aquaculture Ponds” 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: Director  
DNREC-Division of Fish and Wildlife  
89 Kings Highway  
Dover, DE 19901

TENANT: (Tenant Address & Phone No.)

2. **TERM OF LEASE.** The term of this Lease shall be for two years beginning on April 1, 2025 and terminating on March 31, 2027, without notice of such termination.
3. **RENTAL FEE.** TENANT shall pay DEPARTMENT an annual rental fee of (xxxx) Dollars (\$). During the term of this lease in the amount of \$xxxx due in equal payments on April 1 and October 1 of each year upon execution of this agreement by both parties. Any fees associated with appropriate permits issued by the Department of Natural Resources and Environmental Control are not included within the lease of this property.
4. **RENTAL ADJUSTMENTS.** In the event the DEPARTMENT, pursuant to Section 17 hereof, revokes this Agreement or in any other manner materially reduces the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this Agreement, shall be made, provided, however, that this provision shall not apply in the event of revocation because of a breach by the Tenant of any of the terms and conditions of this Agreement.
5. **UTILITIES.** The TENANT shall pay the prevailing rates for any and all utilities and other services furnished by any authorized utility company. Payment shall be made in the method prescribed by the above-mentioned bills rendered.

6. **INVENTORY.** As of the commencement date of this Agreement, a condition report of all property and improvements of the DEPARTMENT included in this Agreement shall be made by the representative of the DEPARTMENT and a representative of the TENANT to reflect the then present condition of said property. A copy of said condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this Agreement, a similar condition report shall be prepared to constitute the basis of settlement by the TENANT with the DEPARTMENT for property herein described shown to be lost, damaged, or destroyed, and such property to be either replaced, or restored to the condition required by Condition Number 18 hereof, or at the election of the DEPARTMENT reimbursement made therefore by the TENANT at the current market value thereof.
7. **FACILITY CONDITIONS.** The TENANT has inspected and knows the condition of the herein described property, and it is understood that the same is hereby occupied without any representation or warranty by the DEPARTMENT whatsoever, and without any obligation on the part of the DEPARTMENT to make any alterations, repairs, or additions thereof.
8. **DAMAGED PROPERTY.** Any property belonging to the DEPARTMENT if damaged or destroyed by the TENANT incident to the use and occupation of the said property, shall be promptly repaired, replaced or reimbursed by the TENANT to the complete satisfaction of the DEPARTMENT or its authorized agents.
9. **PROPERTY PROTECTION.** subject to the limitations of Condition Number 18 hereof with respect to the restoration of the property, all portions of the herein described property shall at all times be protected and maintained in good order and condition and the Tenant shall at all times exercise due diligence in the protection of the herein described property against damage or restriction by vandals of other causes by and at the expense of the Tenant.
10. **PROTECTION OF NATURAL FEATURES AND ALTERATIONS OF EXISTING STRUCTURES.** The TENANT shall not remove structures, sand, gravel, or kindred substances from the area, and commit no waste of any kind, or in any manner substantially change the contour or condition of the property, including the alterations of existing ponds, dikes, roads, fences herein described, except with the written permission of the DEPARTMENT as set forth in this Agreement.
11. **HOLD HARMLESS.** TENANT agrees to be solely responsible for any and all injury, loss or damage to TENANT'S person, fish being reared in the ponds, 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.
12. **STRUCTURES.** the TENANT shall not construct any structure on the property without the prior written consent of the DEPARTMENT. All structures, piers, pilings, or other structures requiring a subaqueous land permit or wetland permit shall not be constructed on the premises prior securing of the required permit from DNREC, Division of Water Resources and the U.S. Army Corps of Engineers.
13. **RIGHT OF ENTRY.** The right is hereby reserved to the DEPARTMENT or its authorized agents to enter upon the premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the DEPARTMENT and the TENANT shall have no claim of any character on account hereof against the DEPARTMENT or its authorized agents.

14. **INSURANCE.** TENANT shall be insured against liability resulting from any fish farming practice or presence upon the leased land.
15. **SUB-LETTING.** The TENANT shall neither transfer nor assign this agreement or any property on the herein described premises, nor sub-let the herein described premises or any part hereof or any property hereon, nor grant any interest, privilege, or license whatsoever in connection with this Agreement without permission in writing from the DEPARTMENT.
16. **TERMINATION OF LEASE BY TENANT.** This Agreement may be terminated by the Tenant at any time by giving the DEPARTMENT at least thirty (30) days notice thereof in writing; provided that, in case of such termination, no refund by the DEPARTMENT of any rental theretofore paid shall be made.
17. **TERMINATION OF AGREEMENT BY DEPARTMENT.** 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. The DEPARTMENT may cancel this Lease in Thirty (30) days, after notice of termination is given if the TENANT does not comply with the conditions set forth in this Lease agreement.
18. **VACATING THE PREMISES BY THE TENANT.** On or before the date of expiration of this Agreement or its termination by the TENANT, the TENANT shall within thirty (30) days vacate the herein described premises, remove all property belonging to the TENANT therefrom except improvement made to the real property or structures thereon and restore the premises to as good order and condition as that existing upon the date to fair wear and tear excepted. If, however, this Agreement is revoked, the TENANT shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the DEPARTMENT may designate. In either event, if the TENANT shall fail or neglect to remove said property and so restore the premises, then at the option of the DEPARTMENT, said property shall either become the property of the DEPARTMENT without compensation therefore, or the DEPARTMENT may cause it to be removed and the premises to be restored at the expense of the TENANT, and no claim for damages against the DEPARTMENT or its agents shall be created by or made on account of such removal and restoration work.
19. **NOTICES.** Notices pursuant to this agreement shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as per Paragraph 1. 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.
20. **WAIVER OF BREACH.** The waiver or acceptance by DEPARTMENT of a breach of any term, covenant or condition herein contained shall not be deemed 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 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.

21. **LEGAL COSTS AND EXPENSES.** TENANT shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.
22. **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.
23. **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.
24. **TIME.** Time is of the essence of this Lease.
25. **LAW.** This Lease shall be construed and interpreted in accordance with the laws of the State of Delaware.
26. **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.
27. **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.
28. **ADDITIONAL CONDITIONS**
  - a. Major infrastructure repairs or additions to existing infrastructure will not be made without prior notification and approval from the DEPARTMENT.
  - b. Lessee shall routinely cut vegetation on the dikes and other areas that have been previously mowed to maintain access to all areas of the ponds and to maintain a neat and orderly appearance of the premises.
  - c. Pesticides for weed or algae control must be handled safely and used in a manner consistent with the products labeling.
  - d. Machinery capable of self-propulsion may **not** be left unattended on the property.
  - e. 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.
  - f. Hunting rights and trapping will not be allowed on any of the State land, leased or otherwise.

- g. When the period of the lease is complete, all land must be left in a condition it was when the agreement was first entered into by the Lessee.
- h. The Lessee shall not put a personal lock on the gate to the facility; the DEPARTMENT will provide a lock and key or code for entry.

29. **SPECIAL PROVISIONS:**

- a. The Lessee shall not knowingly place in the ponds or on the premises any fish with disease or parasite, or any non-indigenous species of fish, including hybrids, that may escape and could survive and reproduce in the waters of this State.
- b. The Lessee shall notify the DEPARTMENT contact in writing of the species and origin of broodstock of all fishes to be placed in the ponds on the premises prior to placing same on the premises. The DEPARTMENT contact will notify the Lessee in writing within seven (7) days, either not approving or approving the species and/or origin of broodstock of all fishes to be placed on the premises.
- c. The Lessee shall operate only a hatchery, rearing and/or grow out operation at the Moores Lake Aquaculture Pond Facility. No fee fishery operations shall be permitted.
- d. The Lessee must comply with all of the specifications and requirements set forth by the Department of Natural Resources and Environmental Control as applicable to facility and effluent discharges.
- e. The use of piscicides is prohibited, unless justifiable and approved by the DEPARTMENT. Application will require strict adherence to the product label, application by a Delaware certified restricted use pesticide applicator, proper discharge permits, and prevention of discharge into adjacent waterways or water bodies.

30. **DESCRIPTION.** All that certain tract, piece or parcel of land and premises situated in North Murderkill Hundred, Kent County and State of Delaware, lying on the East side of State Route #113 leading from Dover to Magnolia bounded on the North by the Mill Race on the South and East by Isaacs Branch and on the West by a chain link fence and gate that parallel State Route #113, be the contents thereof whatsoever they may; and consisting of four (4) ponds, dikes, access road, water control inlets and outlets, fence and gate, adjoining wetlands and parking area. Being part of the same lands conveyed to the State of Delaware by New Deal Realty Co. bearing date the 17<sup>th</sup> day of June, A.D. 1936 on record in the office of the Recorder of Deeds in and for Kent County in Deed Record V, Volume 14, Pages 381-385.

31. **RENEWAL AND/OR EXTENSION.** This lease shall expire and become null and void upon the expirations of the term of this lease, unless prior to such expirations of the TENANT and DEPARTMENT mutually agree to renew for the previous specified period.

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

STATE OF DELAWARE  
[insert agency name]

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name  
Title  
Agency  
Agency

\_\_\_\_\_  
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 Natural Resources and Environmental Control, Division of Fish and Wildlife, 3002 Bayside Drive, Dover, DE, by **March 5, 2025, 3:30pm 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 Natural Resources and Environmental Control  
Division of Fish and Wildlife  
**AGRICULTURAL LAND LEASE  
OFFER FORM**

**PROPOSAL DUE: March 5, 2025, 3:30pm local time**

TO: State of Delaware  
Department of Natural Resources and Environmental Control,  
Division of Fish and Wildlife  
3002 Bayside Drive  
Dover, DE 19901

AGRICULTURAL LAND LEASE BID FOR:  
Moores Lake Aquaculture Ponds, ACRES – 4.2 ponds (14.8 parcel)

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 two years beginning April 1, 2025 through March 31, 2027.

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

This proposal is submitted with a certified check made out to Department of Natural Resources and Environmental Control, Division of Fish and Wildlife 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 due on or before April 1, 2025 of the first year of the lease term 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 Natural Resources and Environmental Control, Division of Fish and Wildlife 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 Natural Resources and Environmental Control, Division of Fish and Wildlife 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.

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STATE OF DELAWARE  
Department of Natural Resources and Environmental Control  
Division of Fish and Wildlife  
3002 Bayside Drive, Dover DE 10091  
**NO BID REPLY FORM**

**BID #**[insert contract number]  
**BID TITLE:** [insert contract name]

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: NAT25001-Aqua Ponds**  
**TITLE: Moores Lake Aquaculture Pond Facility**  
**DEADLINE TO RESPOND: March 5, 2025, 3:30pm 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)

Corporation
Partnership
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 \_\_\_\_\_