



RFP - AGENCY SOLICITATION SPECIFICATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AGRICULTURAL LAND LEASES

DESCRIPTION: The Department of Environmental Management (DEM)/Division of Fish & Wildlife, is soliciting lease proposals for farming on the following properties:

- South Shore Management Area, Ford Parcel (Field 3) (South Kingstown)
- Nicholas Farm Management Area, Place Farm Unit (Coventry)
- Sapowet Marsh Management Area, Babbitt Unit (Tiverton)

The parcels will be leased for the purpose of raising and harvesting agricultural products and may not be used for any other purpose, subject to the terms and conditions specified by the DEM - Division of Fish and Wildlife.

PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY: NO

BONDING REQUIREMENTS

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

CONTRACT TERMS

The initial contract period will begin approximately March 1, 2026, and terminate September 15, 2030, limited to the period of March 1 to September 15 annually. Leases have one option to renew for an additional three (3) years, dependent upon management needs at the Premises and the lessee's record of compliance with the terms and conditions, to be determined by DEM at the expiration of the first term upon request from the lessee.

Insurance Requirements

Please note that insurance requirements will be consistent with the State of Rhode Island's Risk Management group's assessment for agricultural leases. The selected lessee shall be expected to maintain general liability insurance of for bodily injuries of \$1,000,000 for any one person, \$2,000,000 per occurrence, and \$100,000 for property damage for any one occurrence.

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and **General Conditions - Addendum A** found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- 13a) Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 13b) Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 13c) Automobile liability - \$1,000,000 each occurrence combined single limit.
- 13d) Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

Professional Services:

- 13e) Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 13f) Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 13g) Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

Information Technology and/or Cyber/Privacy:

- 13h) Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 13i) Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
- a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;
 - b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
 - c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

Other:

Specify insurance type and minimum coverage required, e.g. builder's risk insurance, vessel operation (marine or aircraft):

13j) Other - Specify insurance type and minimum coverage required

Optional Instructions to Vendors:

- AIA Contract - For public works projects, the selected Vendor must submit a fully executed Rhode Island custom AIA contract. If awarded the contract, Vendor shall be required to obtain the specified AIA Documents from <https://documentsondemand.aia.org/?filter=Rhode>. Design Agents must obtain and utilize the Custom Rhode Island AIA Documents G701-2017, AIA G714-2017, AIA G802-2017, which can also be located at <https://documentsondemand.aia.org/?filter=Rhode>. Full instructions will be included in the Tentative Selection Letter.

Specify required AIA contract document

SECTION A. BACKGROUND

The Rhode Island Department of Environmental Management (DEM) owns numerous parcels that were acquired for the benefit of wildlife conservation and public recreation. The DEM Division of Fish & Wildlife (DFW) is tasked with sustaining viable populations of fish and wildlife and providing hunting opportunity at properties acquired for such purpose. The DFW uses agricultural lease agreements as a management tool to provide wildlife habitat and to create hunting opportunities.

DEM is soliciting proposals from qualified persons and entities (offeror's) to raise and harvest agricultural products on the following parcels/property to help preserve the recreational and wildlife benefits of the property. Map(s) appear in Appendix A:

- South Shore Management Area, Ford Parcel (Field 3) (South Kingstown) 23 acres
- Nicholas Farm Management Area, Place Farm Unit (Coventry) 19 acres
- Sapowet Marsh Management Area, Babbitt Unit (Tiverton) 23 acres

In general, the successful offeror pays a per acre fee to the DEM each year to plant and harvest annual crops between March 1 and the indicated lease end date of each year. The successful offeror is required to plant and/or leave standing a small portion of crops for wildlife habitat. The successful offeror may be required to plant a cover crop of winter rye, immediately following harvest of the principal crop. After the lease period of each year, the property reverts back to the DEM for use by the general public for recreation purposes, namely hunting during the appropriate seasons.

SECTION B: SCOPE OF WORK AND REQUIREMENTS

The parcels will be leased for the purpose of raising and harvesting agricultural products only and may not be used for any other purpose, subject to the terms and conditions specified by the DEM Division of Fish and Wildlife below. The successful offeror will be required to enter into a standard written lease agreement with the State as required by and subject to approval of the State Properties Committee. An example of the lease appears in Appendix A.

The general conditions for the lease are as follows:

South Shore Management Area - Field 3 (Ford Tract), South Kingstown, RI, 23 acres

- a) Allowable Crops: Annual row crops consisting of corn, potatoes, or other vegetables, or managed as hayfield, provided crop can be harvested by September 15th. If the LESSEE intends to plant corn, they must use a variety that will reach maturity in time to ensure harvest AND cover crop planting by September 15th annually. If corn is not the principal crop, the LESSEE shall plant a 200-foot-wide corn strip running in an east/west direction. In all instances, the LESSEE may harvest all of the corn so planted except that at least 30 feet of standing corn shall be left around the entire perimeter of the field pit blind. If the Premises is managed for hay, a 30-ft radius of hay must be left unharvested around the pit blind on all sides.
- b) In the event principal crop will be corn and for whatever reason it will not be planted in a given season, the LESSEE shall notify the LESSOR in writing by June 1st, annually, and shall plant a cover crop of rye at a rate of 150 lbs/acre throughout the entire Premises no later than July 15th, annually, and leave it unharvested. The wildlife food plot as described in part c) of this section shall still be planted as indicated.
- c) Wildlife Food Plot: The LESSEE shall plant a 20-foot-wide buffer on the northern and eastern sides of the Premises consisting of a 60/40 mix of Wildlife Game Food (WGF) Sorghum and Browntop Millet prior to June 1st annually. The mix shall be planted at a total rate of 25 lbs/acre, with WGF Sorghum totaling 15 lbs/acre and Browntop Millet totaling 10 lbs/acre. These plantings will be left standing, not harvested, for wildlife use.
- d) Cover Crop: The LESSEE shall plant a cover crop of winter rye at the rate of 100 lbs/acre immediately following the harvest of the principal crop but not later than September 15th of each year unless managed as hayfield. Failure to harvest crops AND plant appropriate cover crop by September 15th annually will result in the termination of this LEASE.
- e) No turf grass shall be permitted to be grown on the Premises.
- f) The LESSEE shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
- g) LESSEE shall apply lime and fertilizer in accordance with Best Management Practices.
- h) Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the LESSOR may extend the annual LEASE term provided the LESSEE has requested such an extension in writing and obtained written approval from the LESSOR for each year of the LEASE period.
- i) The LESSEE shall conduct operations in accordance with all applicable agricultural Best Management Practices as determined by the RIDEM Division of Agriculture and Forest Environment and/or US Department of Agriculture.
- j) Failure to comply with any terms or conditions of the LEASE will result in termination.
- k) Recognizing that the Premises was purchased by the LESSOR for the benefit of wildlife resource protection and to create opportunities for hunting, the LESSEE agrees that general public use of the Premises shall be permitted throughout the LEASE period and that agricultural use of the Premises may not hinder or otherwise prevent these activities.

Sapowet Management Area - Babbitt Parcel, Tiverton, RI, 23 acres

- a) Allowable Crops: LESSEE shall manage the Premises only for the growing and cutting of hay. The final cutting of hay for the season must occur by September 15th annually.

- b) No turf grass shall be permitted to be grown on the Premises.
- c) The LESSEE shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
- d) LESSEE shall apply lime and fertilizer in accordance with Best Management Practices.
- e) Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the LESSOR may extend the annual LEASE term provided the LESSEE has requested such an extension in writing and obtained written approval from the LESSOR for each year of the LEASE period.
- f) The LESSEE shall conduct operations in accordance with all applicable agricultural Best Management Practices as determined by the RIDEM Division of Agriculture and Forest Environment and/or US Department of Agriculture.
- g) Failure to comply with any terms or conditions of the LEASE will result in termination.
- h) Recognizing that the Premises was purchased by the LESSOR for the benefit of wildlife resource protection and to create opportunities for hunting, the LESSEE agrees that general public use of the Premises shall be permitted throughout the LEASE period and that agricultural use of the Premises may not hinder or otherwise prevent these activities.

Nicholas Farm – Place Unit, Coventry RI, 19 acres (excluding the easternmost field, Field 5)

- a) Allowable Crops: LESSEE shall manage the Premises only for the growing and cutting of hay. The final cutting of hay for the season must occur by September 15th annually.
- b) No turf grass shall be permitted to be grown on the Premises.
- c) The LESSEE shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
- d) LESSEE shall apply lime and fertilizer in accordance with Best Management Practices.
- e) Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the LESSOR may extend the annual LEASE term provided the LESSEE has requested such an extension in writing and obtained written approval from the LESSOR for each year of the LEASE period.
- f) The LESSEE shall conduct operations in accordance with all applicable agricultural Best Management Practices as determined by the RIDEM Division of Agriculture and Forest Environment and/or US Department of Agriculture.
- g) Failure to comply with any terms or conditions of the LEASE will result in termination.
- h) Recognizing that the Premises was purchased by the LESSOR for the benefit of wildlife resource protection and to create opportunities for hunting, the LESSEE agrees that general public use of the Premises shall be permitted throughout the LEASE period and that agricultural use of the Premises may not hinder or otherwise prevent these activities.

SECTION C: PROPOSAL

1. Technical Proposal

Narrative and format: Vendors must submit a technical proposal which addresses each of the following elements and is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request):

- A. **Capability, Capacity, and Qualifications of the Vendor** - Please provide a detailed description of your or your company's experience overseeing farm space and farming equipment, growing and harvesting agricultural products, and managing agricultural lands.
- B. **Work Plan** - Please describe in detail, the framework within which requested the services will be performed. The following elements should be included:
- a. anticipated crops to be planted, area of parcel to be planted with each crop (map preferred), and yearly timeline for harvest
 - b. experience leasing this parcel or other State-owned agricultural lands in the past (please specify which property), and provide proof of compliance with previous lease requirements. |

2. Cost Proposal

For each parcel of interest, the offeror must submit a **PROPOSAL OFFER FORM** which is offered as an online application and appears in Appendix C. This should reflect a price per acre.

The successful OFFERER shall be solely responsible for meeting all terms and conditions specified in the Request for Proposal, and any resulting lease agreement. The OFFERER recommended for this award will be notified by the Department of Administration.

3. ISBE Proposal

N/A

SECTION D: EVALUATION AND SELECTION - SOLICITATION SPECIFIC

Proposals shall be reviewed and scored based upon the criteria outlined in the separate Committee Review Sheet for Agricultural Farm Leases.

Technical proposals must receive a minimum of 40 (80.0%) out of a maximum of 50 points to advance to the cost evaluation phase.

APPENDICES:

- Appendix A – SAMPLE LEASE
- Appendix B – PROPERTY MAPS