



**Section 001**

**REQUEST FOR PROPOSALS #201601**

- A. Sealed proposals for the **BRIDGEVILLE SPRAY FARM AGRICULTURAL LEASE** shall be received by the Town of Bridgeville, Attn: Jesse Savage, Town Manager, 101 North Main Street, Bridgeville, Delaware 19933, until December 21, 2016 at 10:00 A.M., at which time proposals will be publicly opened and recorded. 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 RFP-#201601. The Town will consider all bids which have been properly files and may enter into a contract with the party offering the lowest responsive and responsible bid that is in the best interest of the Town. The Town may also reject any and all bids and re-advertise.
- B. Key RFP Milestones- the following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates are subject to change due to unsuspected events that may arise during the bid proposal and award process:

<b>Activity</b>	<b>Due Date</b>
RFP Available to Vendors	November 16, 2016
Written Questions Due No Later Than	November 30, 2016
Written Answers from the Town No Later Than	December 7, 2016
Proposal Due No Later Than	December 21, 2016 at 10:00 A.M.
Public Proposal Opening	December 21, 2016 at 10:00 A.M.
Contract Award	Will occur within 30 days of bid opening

- C. Inquiries & Questions- All questions with regard to this RFP must be received in writing by November 30, 2016. All questions will be answered in writing and will be posted on the Town's website – [www.bridgeville.delaware.gov](http://www.bridgeville.delaware.gov) . Oral explanations or instructions will not be binding.
- D. RFP Designated Contact- The designated Contact for all requests, questions or other communications about this RFP is Jeff Collins. He can be reached at 302.337.7135 or by email at [jcollinstob@gmail.com](mailto:jcollinstob@gmail.com) . Vendors directly contacting any other Bridgeville employee regarding this RFP, without prior consent, risk elimination of their proposal from further consideration. A site visit is strongly encouraged and can be coordinated with Mr. Collins.



**Section 002**

**BID FORM**

**BRIDGEVILLE SPRAY FARM AGRICULTURAL LEASE- RFP #201601  
PROPOSAL DUE: DECEMBER 21, 2016 at 10:00 A.M. local time**

**1. Ability to Perform**

a. How many years of Farming Experience? (Check one box)

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

b. Have you held a previous agricultural lease? YES / NO

c. Are you a current agricultural lease holder? YES / NO

d. Have you ever lost/defaulted on an agricultural lease? YES / NO

**2. Cost**

The undersigned, representing that he/she received a Bid Packet, read the Instructions to Bidders, reviewed the agricultural lease 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.

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

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

This bid offer is submitted with the knowledge that the Town 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 Town will be promoted thereby. The Town 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: \_\_\_\_\_

**AGRICULTURAL LEASE**

**THIS AGRICULTURAL LEASE** made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2016, between:

**COMMISSIONERS OF BRIDGEVILLE**, a municipal corporation of the State of Delaware, of 101 North Main Street, Bridgeville DE 19933, hereinafter referred to as "Landlord",

-AND-

\_\_\_\_\_ [INSERT NAME OF TENANT] \_\_\_\_\_,  
of \_\_\_\_\_ [INSERT ADDRESS] \_\_\_\_\_, hereinafter referred to as "Tenant".

**W I T N E S S E T H:**

That the Landlord and Tenant, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, and the mutual performance thereof at the times and in the manner hereinafter provided, do hereby promise, covenant and agree by and between themselves and their respective heirs, executors, administrators, successors and assigns, as the case may be, as follows:

1. The Landlord hereby leases and demises unto the Tenant, and the Tenant hereby leases and demises of and from the Landlord, all under the terms, conditions and provisions hereinafter more particularly set forth,

**ALL THAT** certain real property consisting of 95 tillable acres, more or less, situated in Northwest Fork Hundred, Sussex County, Delaware, identified on the Tax Maps of Sussex County as T.M. No. 4-30-16.00-31.00.

TO HAVE AND TO HOLD all of the presently arable and tillable farmland of Landlord, which is to say, 95 tillable acres, more or less, thereof, and none other, unto the Tenant, his heirs, executors, administrators and assigns, to and for the uses and purposes, and subject to the terms and conditions hereinafter more particularly set forth, for the initial term of one (1) calendar year,

beginning with and including \_\_\_\_\_, and ending with and including \_\_\_\_\_, at twelve o'clock midnight, and thereafter to have and to hold the same, as aforesaid, from calendar year to calendar year thereafter, unless the Landlord or Tenant gives notice in writing, on or before \_\_\_\_\_ of each year in advance of the expiration date of any succeeding calendar year thereafter, as the case may be, that the Tenant intends to remove from the demised premises, or that the Landlord wishes to resume possession of or lease the demised premises to another. If no such notice is give, the Landlord and Tenant, respectively, are each entitled to assume that this present AGRICULTURAL LEASE shall continue in force for another full calendar year from and after the expiration date thereof, which is to say, \_\_\_\_\_ at twelve o'clock midnight, or the \_\_\_\_\_, at twelve o'clock midnight, of any succeeding calendar year thereafter that this present AGRICULTURAL LEASE remains in full force and effect, as the case may be.

EXCEPTING AND RESERVING unto the exclusive use and possession of the Landlord all of the residue and remaining parts or portions of said tract, aforescribed, and also all fishing, trapping and hunting rights over and upon the whole of said tract, aforescribed, and also the reserved right unto the Landlord to go and come to and from every and all parts and portions of the whole of said tract, as aforescribed, at any and all times:

PROVIDED, HOWEVER, in the exercise of any and all of the reserved rights unto the Landlord over and upon the presently arable and tillable farmland of Landlord hereby demised unto the Tenant, the Landlord shall at no time interfere with or damage the planting, tilling and cultivation of the presently arable and tillable farmland hereby demised unto the Tenant, or interfere with or damage any of the growing, matured, harvested or unremoved crops thereon or produce thereof.

2. So long as the Tenant shall well and truly fulfill and comply with the covenants, promises and agreement herein set forth, and subject always to the rights expressly reserved

hereby unto the Landlord, the Landlord hereby covenants unto the Tenant that the Tenant may quietly enjoy and hold the presently arable and tillable farmland of Landlord hereby demised, without any interruptions or interferences whatsoever by or on the part of the Landlord, or by or on the part of any other person or persons whomsoever claiming or to claim the same, or any part thereof, by, through or under the Landlord, or its successors or assigns.

3. The Tenant shall pay unto the Landlord, and the Landlord hereby reserves and shall accept of and from the Tenant, an annual rental of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ .00) (\$ \_\_\_\_\_ .00 per acre) for all and singular the presently arable and tillable farmland, aforescribed, for and during the initial term of calendar year of \_\_\_\_\_, as well as a like annual rental for and during each succeeding calendar year thereafter, so long as this present AGRICULTURAL LEASE shall remain in full force and effect. Such annual rental shall be payable by the Tenant unto the Landlord after the harvesting of the crops for the current year, and of each succeeding calendar year thereafter that this present AGRICULTURAL LEASE shall remain in full force and effect.

4. So long as this present AGRICULTURAL LEASE remains in full force and effect, the Tenant covenants, promises and agrees as follows, viz:

(a) To use and occupy the presently arable and tillable acres ( 95 acres, more or less) hereby demised, and none other, for farming and agricultural purposes only subject to and in compliance with the conditions set out in Exhibit A, which include permit conditions and regulations imposed by DNREC and EPA on the operation of the Landlord's wastewater treatment disposal site on the premises;

(b) To not disturb, molest or interfere with the Landlord's exclusive use and possession of the residue and remaining parts or portions of the whole of said tract;

(c) To attend and cultivate all such presently arable and tillable farmland hereby demised, in a timely, thorough-going, husbandry-like manner, following all such approved and accepted practices, and using all proper fertilizers, manure, limes, cover crops and the like

thereto and thereon;

(d) To maintain the fertility, the limestone content and the plant food content of the soil thereof, and also to protect and preserve the presently arable and tillable farmland hereby demised from the adverse forces and effects of erosion, noxious weeds, fungi, insects and other pests;

(e) To keep and maintain the limestone content of the tillable soil at the pH level of no less than 5.7 percent, the phosphorous content of the tillable soil at no less than the "Medium" level, and potash content of the tillable soil at no less than the "Medium" level;

(f) To timely plant all necessary cover crops thereon in order to preserve the tillable soil thereof against the forces of erosion and maintain the nitrogen content thereto;

(g) To maintain all boundary lines, present boundary liens fences (if any), ditches, ditch banks, hedgerows and the like of the presently arable and tillable farmland hereby demised in clean condition and good state of repair;

(h) Not to erect any buildings or other improvements of any kind thereof, or use or occupy the presently arable and tillable lands hereby demised for any purposes other than the tilling and cultivating of the tillable soil thereof, in keeping with the practices of good husbandry, without otherwise first obtaining the written consent of the Landlord;

(i) To inoculate and otherwise follow the standard disease and pest control treatments for all seeds, seedlings and plants used upon the presently arable and tillable lands hereby demised, and take all usual and customary precautions to prevent noxious weeds, or other noxious plant life from going to seed or otherwise spreading thereon, to eliminate and eradicate all Johnson Grass therefrom, and to prevent crop destroying insects, fungi or other pests from impregnating the tillable soil thereof;

(j) To indemnify and save harmless the Landlord from any and all injuries and damages caused to any third person or the property of any third person, including any servant,

agent or employee of the Tenant, which may be caused by the negligence of the Tenant, or any agent, servant or employee of the Tenant;

(k) To carry and maintain all such casualty and liability insurance with such insurance carriers and in such amounts as may be approved by the Landlord, in writing, from time to time, in order to indemnify and save harmless the Landlord from any and all injuries and damages to any and all such third persons, as well as the property of any and all such third persons, aforementioned; and

(l) Not to assign, pledge, hypothecate or otherwise alienate this present AGRICULTURAL LEASE, or any interest herein, and not to sublet any part of the presently arable and tillable land hereby demised unto any other person or persons whomsoever without obtaining the prior written consent and permission of the Landlord so to do, which written consent and permission on the part of the Landlord shall not be unreasonably withheld.

5. Time is of the essence in the performance of any of the terms and provisions of this present AGRICULTURAL LEASE. Upon any breach by the Tenant of any of the terms and provisions hereof, the Landlord may, at its option, serve a notice, in writing, upon the Tenant, by Certified Mail, Return Receipt Requested, addressed to the Tenant at the foregoing Post Office address thereof, setting forth the nature and extent of any breach by the Tenant of any of the terms and provisions hereof. Upon the receipt of any such notice in writing, aforementioned, it shall be the duty of the Tenant, within thirty (30) days thereafter, to correct and repair any such breach by the Tenant of any of the terms and provisions hereof. Upon the receipt of any such notice in writing, aforementioned, it shall be the duty of the Tenant, within thirty (30) days thereafter, to correct and repair any such breach by the Tenant which may be set forth therein, and in the event the Tenant shall fail or neglect to correct and repair the same within such period of time, this present AGRICULTURAL LEASE shall thereby be and become absolutely null and void, and the Tenant shall thereupon vacate and surrender up unto the Landlord the full and

complete possession of all and singular the presently arable and tillable farmland hereby demised unto the Tenant peacefully and without any further delay whatsoever.

6. Further, whensoever, the Landlord or Tenant gives notice in writing at least 6 months in advance of the expiration of the initial term hereof, \_\_\_\_\_, or at least 6 months in advance of the expiration of any succeeding calendar year hereafter, that the Tenant intends to remove from the demised premises, or that the Landlord wishes to resume possession or lease the demised premises to another, as the case may be, the Tenant shall thereupon vacate and surrender up full and complete possession unto the Landlord of all and singularly the presently arable and tillable farmland hereby demised unto the Tenant peacefully and without any further delay whatsoever, in accord with any such notice in writing.

7. Within the period of thirty (30) days after the termination of this present AGRICULTURAL LEASE, or within the period of thirty (30) days after the Landlord shall have regained the quiet and peaceful possession of the presently arable and tillable lands hereby demised, whichever is later, the Landlord shall have the right to cause all of the presently arable and tillable lands hereby demised to be tested by and under the supervision of the University of Delaware Cooperative Extension Service for limestone content and potash content, and all such test by such Cooperative Extension Service shall be final. In the event any such tests shall then disclose that either the limestone content, phosphorous content, or potash content, respectively, is below the level required to be maintained by the Tenant, as set forth in Subparagraph 4(e) of this present AGRICULTURAL LEASE, then and in any such event, the Tenant shall be required to pay all costs and expenses which may be incurred by the Landlord in the obtaining and application of any and all such ground limestone and/or commercial fertilizer, as the case may be, to the tillable soil of all such presently arable and tillable land hereby demised, as may be required and specified by the University of Delaware Cooperative Extension Service in order to attain the appropriate limestone content, or phosphorous content, or potash content thereof, as

aforementioned. The amount of the cost and expense which may be incurred in the obtaining and application of any and all such ground limestone and/or commercial fertilizer, as the case may be, shall equal the cost and expense which may be charged therefor by a responsible, commercial applicator thereof, at the then going commercial rate for furnishing and applying the same to tillable lands in the neighborhood of the said tract, aforementioned.

8. The Landlord at all times throughout the duration of this present AGRICULTURAL LEASE shall have the free and unrestricted right of ingress, egress and regress to and from all public highways and every and all parts or portions of said tract, aforescribed, which presently comprise no part of the arable and tillable lands thereof which are hereby leased and demised unto the Tenant. Further, the Landlord shall have the same free and unrestricted right to make use of all such necessary ways to and from the residue and remaining parts of portions of said tract as may be required to cut, fell, saw and remove merchantable timber, firewood and lapwood standing or fallen thereon, from time to time. Further, the Landlord shall have the same free and unrestricted right of hunting and trapping upon and over all parts or portions of said tract and of going to and from any and all parts or portions thereof: PROVIDED HOWEVER, in the exercise of any and all such free and unrestricted rights of ingress, egress and regress over, across and upon any and all of the presently arable and tillable lands hereby demised unto the Tenant, the Landlord shall at all times refrain from exercising any and all such rights over, across and upon any part or portion of such presently arable and tillable lands hereby demised which are then under cultivation, or have any crop planted or growing thereon, or have any unharvested crop standing thereon, except by way of any established interior or farm roadway, or by and with the prior written consent and permission of the Tenant, which shall not be unreasonably withheld.

9. In addition to any other remedy afforded by applicable law, or the terms and provision of this present AGRICULTURAL LEASE, the Landlord shall be entitled to the remedy of distress for any rent due and owing by the Tenant under the preceding terms and provision of this

present AGRICULTURAL LEASE, and distraint may be effected on any personalty, including any quantity or share of crops being grown by the Tenant on the presently arable and tillable lands hereby demised, all in accord with applicable law. Further, the cutting of timber thereon by the Tenant, without the consent of the Landlord in writing, is waste, and improper tillage and the cutting of timber may be enjoined by the Landlord, who may also bring an action for double damages thereby done to the land, loss of value of the land, and loss of value of the crop or timber, in accord with applicable law.

10. This present AGRICULTURAL LEASE shall be executed in duplicate, and either such executed copy thereof shall be considered and construed as and for the original.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their Hands and Seals the day and year aforesaid.

APPROVED AS TO FORM:

COMMISSIONERS OF BRIDGEVILLE

BY: \_\_\_\_\_  
Dennis L. Schrader  
Town Attorney

BY: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
TENANT (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
TENANT (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
TENANT (SEAL)

## EXHIBIT A

### ADDITIONAL CONDITIONS AND REGULATIONS

1. Prior to ANY nutrient application, the Town of Bridgeville must be contacted and the Town's permission must be obtained, before application can occur. There will be no charge to the Town for nutrient application.

2. Planting of the summer crop on the irrigated portions of the field must be completed April 15, unless weather conditions prevent this from happening. In such cases, the Town of Bridgeville must be contacted and an extension of time may be granted. Planting of the non-irrigated portions of the field should be planted around this same time, but is not a requirement. If the farmer chooses not to plant a crop on the non-irrigated portions of the field, the non-irrigated portions must be mowed in such a way as to prevent it from being overrun with weeds and saplings. There will be no charge to the Town to plant the summer crop, or to maintain the non-irrigated areas of the field.

3. Harvesting of the summer crop must be completed by October 15, unless weather conditions prevent this from happening. In such cases, the Town of Bridgeville must be contacted and an extension of time may be granted. There will be no charge to the Town to harvest the summer crop.

4. Planting of a cover crop is required and must be completed by November 1, unless weather conditions prevent this from happening. In such cases, the Town of Bridgeville must be contacted and an extension of time may be granted. It is preferred that this cover crop be harvested by the farmer prior to summer planting. There will be no charge to the Town to plant or maintain the winter cover crop.

5. All crops planted on the irrigated portions of the field must be approved by the Town of Bridgeville prior to summer and winter planting operations each year.

6. All nutrient applications, especially those containing nitrogen in any form, will be limited to 120 pounds per acre, per year. For example, last year a yield of 120 bushels of corn per acre was reported to the Town, so the upcoming year's nitrogen (in any form) application limit will be 120 pounds per acre. This limit is an attempt to protect the monitoring wells from further violation of the Clean Water Act of 1972, with which the Town must comply.

7. The summer crop yield, from the irrigated portion of the field, shall be verified in some manner (i.e. weight tickets and receipts from where the crop is sold). Other options may be available to accomplish this and can be discussed.

8. Irrigation rig tire tracks must be disked up and levelled at least once a year to allow for smooth operation. There will be no charge to the Town to repair the tire tracks.

9. Communication between the Town and the Farmer is very important. Lines of communication, in both directions, should always remain open to handle any issues or complaints that may arise.

10. This list comprises the current requirements for continued farming of the property and is subject to change, as required, to meet the ever-changing limitations and parameters of the Town's Spray Irrigation permit and the EPA's Clean Water Act. The Tenant shall comply with such requirements as they may be amended or modified from time to time hereafter.

Google Maps Bridgeville Spray Farm

