

**Wicomico County Purchasing Department  
125 N. Division Street, Room B-3  
Salisbury, Maryland 21801**



**REQUEST FOR PROPOSALS**

<b>PROJECT:</b>	<b>Pirate's Wharf Farming Lease</b>
<b>DEPARTMENT:</b>	<b>Recreation, Parks and Tourism</b>

**VENDOR:**

<b>NAME:</b>	_____
<b>ADDRESS:</b>	_____
	_____

**RFP OPENING:**

<b>DATE:</b>	<b>September 10, 2014</b>
<b>TIME:</b>	<b>2:00 PM</b>

## **PROPOSAL INSTRUCTIONS**

- A. **Submission of Proposals:** *Two* full copies of the Proposal must be submitted on the Proposal form provided in the solicitation. The Proposal form shall be signed and submitted in a sealed envelope clearly identified on the outside of all envelopes with the name of the Proposal/project and date and time of the scheduled Proposal opening as indicated in the advertisement. Electronically mailed Proposals are **not** considered sealed Proposals and will **not** be accepted.
- B. **Addendums:** Proposals are subject to change in the form of addendums. Questions can be addressed in writing to the Purchasing Agent at [rkonrad@wicomicocounty.org](mailto:rkonrad@wicomicocounty.org) . Addendums are posted on the County website at [www.wicomicocounty.org](http://www.wicomicocounty.org) under Departments: Purchasing Department: the Current Sealed RFPs link at least 5 days before Proposal opening. It is the Proposers responsibility to make sure all addendums are included in their Proposal. Failure to do so could result in the Proposal being disqualified.

**Delivery of Proposals:** Proposals should be mailed or hand carried to **Wicomico County Purchasing Department, 125 N. Division Street, Government Office Building, Room B-3, Salisbury, MD 21801**, in order to be received in the office of the Purchasing Agent prior to the announced Proposal opening. *Proposals received after said time will be returned to the Proposer unopened.* If you are delivering a RFP in person please keep in mind to allow time to sign-in at the security station in the lobby. It is fully the responsibility of the Proposer to insure that the Proposal is received on time. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the Proposal.

- C. **Qualifications:** The Proposer must be in compliance with the laws regarding conducting business in the State of Maryland. Proposer shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation (if applicable), along with their RFP, evidencing the Proposer is in good standing with the State of Maryland. See [https://sdatcert1.resiusa.org/certificate\\_net/](https://sdatcert1.resiusa.org/certificate_net/) for information on obtaining the Certificate of Status. Certificates of status are not available for individuals, trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of proposals.

Wicomico County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Proposer's inability to provide this documentation will result in the Proposal being rejected. All vendors who wish to submit a Proposal on County projects and contracts need to register as a Proposer at [www.wicomicocounty.org/list.aspx?Mode=Subscribe#RFPs](http://www.wicomicocounty.org/list.aspx?Mode=Subscribe#RFPs) by checking off the categories for which you wish to be informed of future RFPs

- D. **Proposal Evaluation**: Some proposals are based on more than best price and they shall be scored according to the Proposal document's Proposal Specifications section. Proposal evaluations typically take 1-2 weeks. If some characteristic of the Proposal requires that the submission must be reviewed by the County Council, the award can be expected within 30 days.
  
- E. **Award of Proposal**: The Purchasing Agent shall award a Proposal to the best, responsive and responsible submission complying with the provisions of the Invitation for Proposal. All Proposal awards are contingent upon available funding. The Purchasing Agent reserves the right to award a Proposal by individual items, in aggregate, or in combination thereof as deemed necessary to fulfill the anticipated requirements of the County. All awards over \$1000.00 require a Purchase Order to be executed before any work can be started. Some awards will require a County contract. A sample is attached if this is applicable.
  
- F. **Insurance**: If required by the Contract the proposer shall provide the County with Certificates of Insurance within ten (10) days of Proposal award notification evidencing the required coverage.
  
- G. **Right to Reject**: The Wicomico County Council reserves the right to reject any and/or all Proposals or to waive any technicality it deems in the best interest of the County.

## **REQUEST FOR PROPOSAL SPECIFICATIONS**

### **Farming Rights License Recreation, Parks & Tourism**

The Wicomico County Purchasing Department, on behalf of the Department of Recreation, Parks & Tourism, is soliciting proposals to lease land for farming purposes. The property consists of approximately 72 acres of land located southeast of Whitehaven Road as indicated on County tax map 55, grid 6, as a part of parcel 128, owned by Wicomico County, located in the Quantico Election District.

#### **General Requirements:**

The term of the lease agreement will extend from January 1, 2015 through December 31, 2015 for the purpose of farming crops. No livestock or poultry are permitted.

The contract may be renewed for two (2) additional one-year terms, if agreeable to both parties, at the anniversary date. Contract prices for any renewal terms shall be negotiated on a yearly basis. The total term of contract may not exceed three (3) years. At the end of three (3) years, the contract will be re-RFP.

Interested parties will be required to execute a lease Agreement (sample enclosed) and be bound by the terms and conditions of said Agreement.

#### **Selection Process**

The Departments of Recreation, Parks & Tourism and Purchasing will review all proposals and a determination of the successful candidate will be made based upon their evaluation. The successful candidate will be offered the opportunity to enter into a formal Lease Agreement with the Department of Recreation, Parks & Tourism.

#### **Proposal Submission:**

Sealed proposals must be received by mail or in person no later than 2:00 PM EST on September 10, 2014

To the following address:

Wicomico County Purchasing Department  
Government Office Building  
125 N. Division Street, Room B-3 (basement)  
Salisbury, MD 21801

**LEASE AGREEMENT FOR FARM LAND  
PIRATE'S WHARF PARK**

THIS FARM LEASE, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between Wicomico County, Maryland, a body politic and corporate, acting by and through the Department of Recreation and Parks (hereinafter referred to as ALessor@), and \_\_\_\_\_ hereinafter referred to as ALessee@:

WITNESSETH

1. *Premises:* The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, all that tract or parcel of land situate in the Salisbury Election District of Wicomico County, State of Maryland, containing seventy two (72) acres of tillable land, more or less, located on the southeasterly side of Whitehaven Road and being fully contained within the boundaries of the property acquired by Wicomico County, Maryland, as part of the Hershey property, and known as Pirate's Wharf Park. In the event that there should be any disagreement between the parties as to the lines of the property herein intended to be leased, the decision of the Lessor as to the actual designation of the line or lines shall be final.

2. *Term:* The term of this Lease shall be for one (1) year commencing on January 1, 2015 and terminating on December 31, 2015. The contract may be renewed for two (2) additional one-year terms, if agreeable to both parties, with a price for any renewal terms based on the cost of living index for that year. The total term of contract may not exceed three (3) years. At the end of three (3) years, the contract will be re-RFP for the 2018 contract year.

3. *Rent:* The Lessee shall pay the Lessor during the term of this Lease a rental payment of \_\_\_\_\_ dollars (\$) per acre per year for a total of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_) annually. The rental shall be paid in full by the Lessee to the Lessor at the time this agreement is executed and no later than December 31<sup>st</sup> of the prior year for any one-year renewal terms.

4. *Use:* The Lessee covenants and agrees that he shall occupy and use the demised premises solely for agricultural and related purposes and shall farm, cultivate and manage the whole of the premises in a good and husbandlike manner and shall keep the whole in good condition and not allow any part of the land to become impoverished and to have the arable land at all times clean and free from weeds and never sown with any prejudicial crop.

5. *Assignment and Subletting:* The Parties further covenant and agree that the premises may not be assigned, sublet or any portion thereof without the prior written consent of the Lessor.

6. *Waste:* Lessee covenants and agrees that he will not commit waste on or damage to the farm and will use due care to prevent others from doing so.

7. *Indemnification:* The Lessee hereby agrees to indemnify the Lessor against and hold the Lessor harmless from any and all claims or demands for loss of or damage to property or for injury

or death to any person from any cause whatsoever, upon or about the leased premises or adjacent roads or walkways, occasioned wholly or in part by any act or omission of the Lessee, its agents, licensees, contractors, customers, or employees during the term of this Lease. Lessee hereby releases Lessor, its agents, servants and employees from any and all present or future claims, causes, actions, or damages arising out of or in any manner connected with the condition of the property as it exists now or in the future. Lessee hereby acknowledges that it agrees to accept the Property in such condition AS IS@ existing WITH ANY AND ALL FAULTS@ at the time of the execution hereof or afterward. The Lessee shall also pay all costs, expenses and attorneys= fees that may be incurred or paid by the Lessor in enforcing the terms and conditions of this Lease, whether incurred as a result of litigation or otherwise.

8. *Insurance:* The Lessee agrees to keep in force at all times during the term hereof, at its own expense, general liability insurance against claims for personal injury or property damage in an amount of at least one million dollars (\$1,000,000.00). Such policy and policies shall name the Lessor and the Lessee as the insured; said policy shall be issued by an insurance company satisfactory to the Lessor. Within ten (10) days after the date hereof, the Lessee shall deliver to the Lessor certificates of insurance certifying that such insurance is in full force and effect.

9. *Surrender of Premises:* If, during the term of this Lease, it is determined by the Lessor that any part or portion of the leased premises is needed for park improvement or operation, then the Lessor shall give the Lessee notice of the Lessor=s intention to use the necessary par or portion of the leased premises at any time prior to the end of the calendar year, in which event this Lease shall be terminated as to the property so designated by the Lessor commencing at the end of the lease year. In the event that the County elects to use any part of the property as aforesaid, the rent for the remaining property will be apportioned at the hereinbefore stated charge per acre, pro-rated for the remaining property to be used by the Lessee.

10. *Guidelines and Crop Restrictions:* This Lease is subject to the following guidelines and crop restrictions:

- (a) The Lessor reserves the right to prevent the production of any crop on any or all of the land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
- (b) The Lessee will use fertilization practices which will prevent depletion of the essential plant food elements in the soil.
- (c) The Lessee will provide sufficient quantities of lime to keep the land at proper pH for crop production.
- (d) The Lessee will not bring any livestock or poultry on the land and will not use any buildings without the express approval of the Lessor.
- (e) No fertilizers or manures may be stored on the property hereby leased. All manure shall be spread and tilled utilizing commonly accepted farming practices unless other storage permission is granted.

11. *Rules and Regulations:* The Lessee hereby agrees to aRFPe by all rules and regulations as set forth by the Lessor. The Lessee hereby agrees that it will not store equipment on the leased premises unless specifically approved by the Lessor. The Lessee shall make no alterations,

installations, additions, or improvements to the leased premises without the Lessor=s written consent, and then only in a manner and by such persons as may be approved by the Lessor. The cost of all such alterations, installations, additions, or improvements shall be borne by the Lessee.

12. *Entry and Inspection:* The Lessee shall permit the Lessor and/or its agents or representatives to enter the herein leased premises at all reasonable times to inspect the same and the improvements thereon and to determine whether the herein leased premises are being properly maintained.

WITNESS, the hands and seals of the parties hereto on the day and year first above written.

ATTEST:

\_\_\_\_\_

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

Lessee

WITNESS:

WICOMICO COUNTY, MARYLAND

\_\_\_\_\_

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

Lessor

**PROPOSAL FORM**

TO: Wicomico County Purchasing Department  
Government Office Building  
125 North Division Street, Room B-3  
Salisbury, MD 21801

PROPOSAL - **Pirate's Wharf Farming Lease**

Date: \_\_\_\_\_

Rent amount per acre per year \$ \_\_\_\_\_

Rent amount total annually (72 acres) \$ \_\_\_\_\_

Two copies of Proposal provided? Yes \_\_\_\_\_

Addendums Acknowledged (if applicable) - YES \_\_\_\_\_ #(s) \_\_\_\_\_ NO \_\_\_\_\_

Exceptions YES \_\_\_\_\_ NO \_\_\_\_\_ If yes please attach on a separate sheet.

I have read, understood, and agreed to the terms and conditions of all contents of this PROPOSAL. The undersigned agrees to furnish the commodity or service stipulated in this PROPOSAL as stated above.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

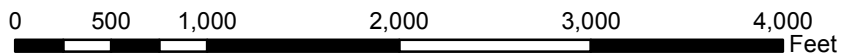
ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_



# PIRATES WHARF - Farming Lease Map



2014