

AGRICULTURAL LEASE
PECK Agricultural Open Space

RFP # 5234-09



REQUEST FOR PROPOSAL

SUBMITTAL DUE DATE:

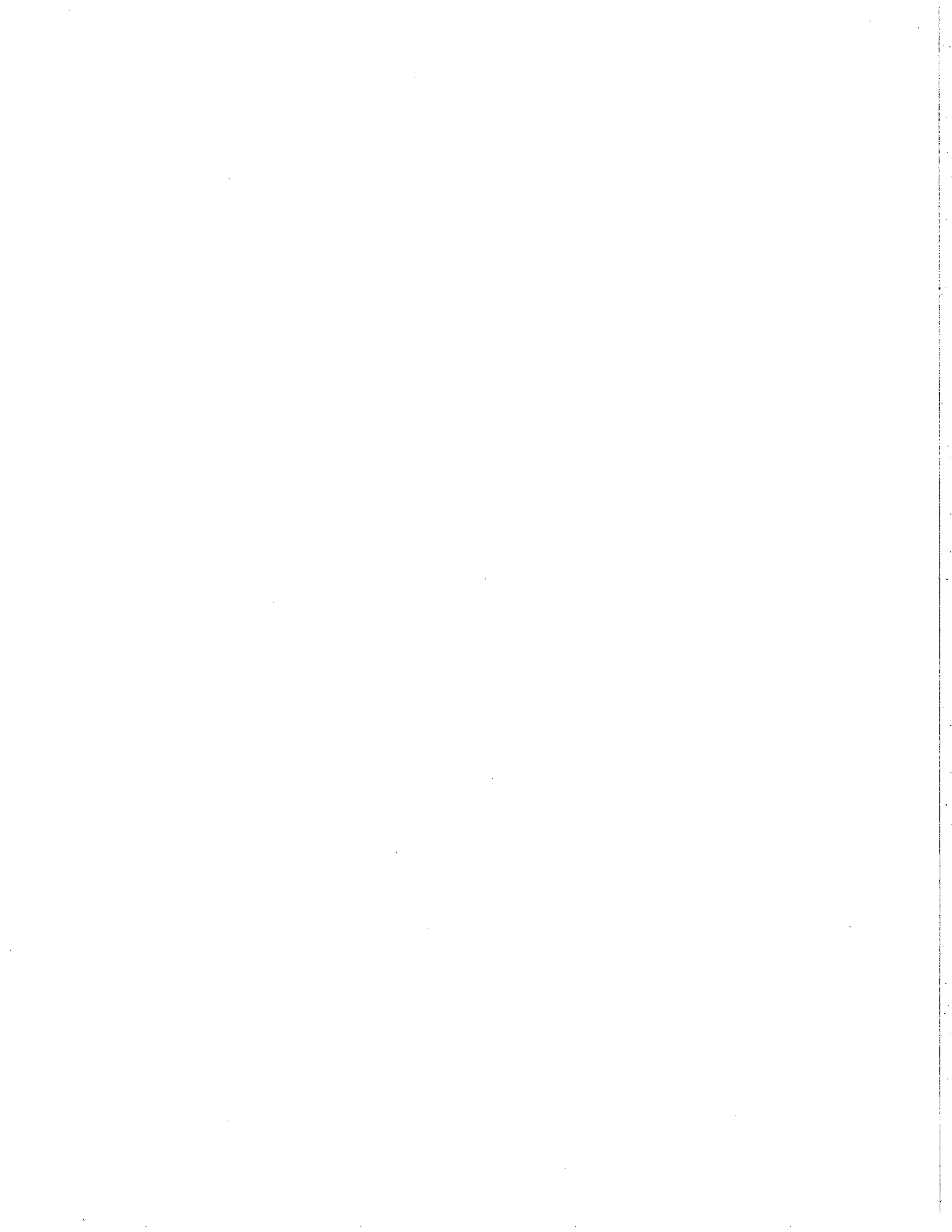
Friday, January 8, 2010

2:00 p.m.

BOULDER COUNTY PURCHASING
JENNY OLBERDING
PURCHASING AGENT

2020 13th STREET
BOULDER, CO 80302
(303) 441-3525

P O BOX 471
BOULDER CO 80306
(303) 441-4524



REQUEST FOR PROPOSAL

The Boulder County Parks and Open Space, Agricultural Resource Management Division, is seeking proposals from qualified bidders for the *PECK* Agricultural Open Space property.

A property description and map are attached.

Proposals are due in the Purchasing Office for time and date stamping by ***2:00 p.m., Friday, January 8, 2010.*** **Two (2) unbound copies of the proposal must be submitted in a sealed envelope, clearly marked as RFP# 5234-09, and delivered to the Purchasing Office, 2020 13th Street, Boulder, CO 80302, or mailed to Boulder County Purchasing, P.O. Box 471, Boulder, CO 80306. All Overnight, Express and Priority Mail should be directed to the above street address. All RFP's must be received and time and date stamped in the Purchasing Office by the above due date and time. Any RFP's received after due date and time will be returned, unopened to the bidder. No faxed or emailed proposals will be accepted.**

PLEASE, DO NOT deliver completed RFP's to the Parks and Open Space Administrative Building in Longmont.

A RECOMMENDED PRE-PROPOSAL MEETING will be held on Tuesday, December 15, 2009, 10:00 a.m., at the Boulder County Fairgrounds, Clover Building, 9595 Nelson Rd, Longmont, Colorado 80501. Questions, please call 303/678-6200 for directions. An optional property tour will follow the pre-proposal meeting.

To be best informed, interested parties are strongly encouraged to attend both the pre-proposal meeting and tour.

The property tour will be held immediate following the pre-proposal meeting.

The Board of County Commissioners reserves the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

If you need special services provided for under the Americans with Disabilities Act, contact Julia Yager, ADA Coordinator, or the Human Resources office at 441-3508 at least 48 hours before the scheduled event.

By: Jenny Olberding, Purchasing Agent

TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

1. Proposer's are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposal shall furnish and include the information required; the unit price for each item bid must be shown; a total for each item bid must be entered, and in any case of error in extension, unit price prevails. (Proposal may be awarded on an "each basis" or "complete lot proposal".)
3. The Contract/Purchase Order will be awarded to that responsible bidder whose proposal conforming to the Request for Proposal, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items bid if deemed in the best interest of the County of Boulder to do so.
5. No proposal shall be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. Late or unsigned proposals will not be accepted or considered. It is the responsibility of bidder to insure that the proposal arrives in the office of the County Purchasing Agent prior to the time indicated in "Request for Proposal."
7. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
8. Any interpretation, correction or change of the RFP Documents will be made by Addendum. Interpretations, corrections and changes of the RFP Documents made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
9. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
10. Confidential/Proprietary Information: Proposals submitted in response to this RFP and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. **Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable.** Neither a proposal in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential

Agricultural Lease
PECK Agricultural Open Space
RFP # 5234-09

PECK Agricultural Open Space INFORMATION

Location:

Located on the west side of 95th St. between 95th and the Diagonal, along Left Hand Creek

Property Description:

Approximately 20 acres, ideal for small acreage farm or growers association.

Irrigation Water:

Fully irrigated farm with up to 3 acre-feet/acre of Left Hand Ditch Company water shares.

Fencing:

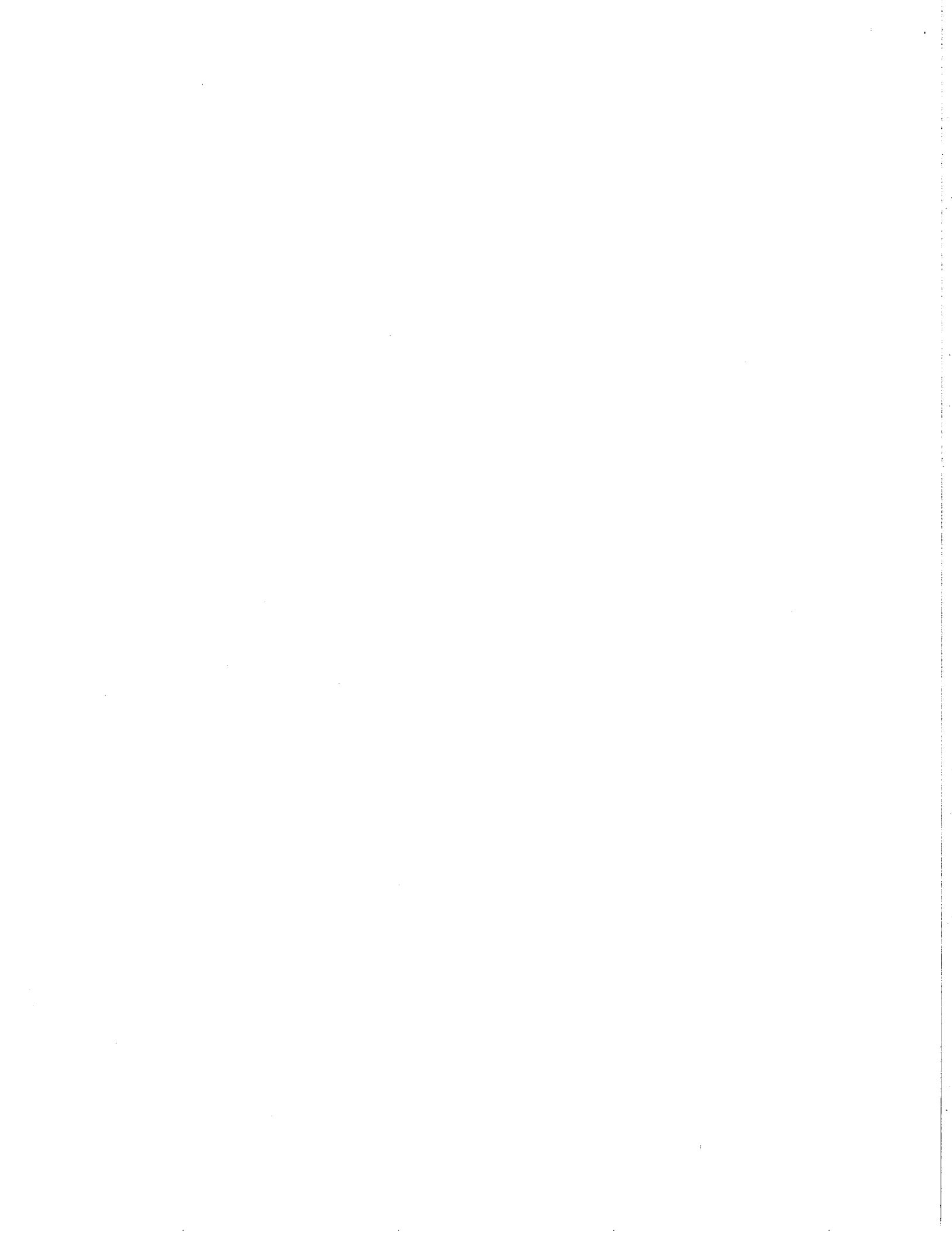
Boundary fence on all but east side

Facilities:

No facilities

Management Considerations:

Electric service will be added for an irrigation system. Peck farm is offered for cash lease of \$100/acre per year.



Agricultural Lease
PECK Agricultural Open Space
RFP # 5234-09

EVALUATION CRITERIA

The following criteria will be used to evaluate proposals and award lease:

1. Ability of prospective tenant to provide the best stewardship of the property.
 - Proposed operation. Incorporation of farming and/or grazing management practices that conserve soil, water, rangeland and other resources.
 - Flexibility of proposed operation
 - Agricultural experience and past performance in agricultural endeavors.
 - Ability to meet equipment requirements for the proposed operation.
 - Ability to meet the financial demands of proposed operation.

Proposals will be evaluated by an evaluation team consisting of staff from the Parks and Open Space Department and the CSU Cooperative Extension Service. The evaluation team's recommendation will then be presented to the Board of County Commissioners and/or the Parks and Open Space Director for approval.

SUBMITTAL PAGE
Agricultural Lease
PECK Agricultural Open Space
RFP # 5234-09

Failure to sign and return this submittal page with your proposal may be cause for rejection. Please complete this page.

I certify that I am not currently an employee of Boulder County, and to the best of my knowledge, none of my employees or agents are currently employees of Boulder County. I also certify that I am not related to any Boulder County employee or Elected Official.

SIGNATURE: _____ Note: If you cannot certify the above statements, please explain in the space provided below:

Company Name

Print or Type Name

Signature of Proposer

***NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.**

Business Address

City State Zip Code

Phone # Fax # E-Mail Address

ATTEST: Secretary Corporate Seal

Agricultural Lease
PECK Agricultural Open Space
RFP # 5234-09

SUBMITTAL QUESTIONNAIRE – PECK Agricultural Open Space

Please answer the following questions. Attach additional pages as needed for each question. Pages 7 & 8 must be submitted with your answers and be sure to refer to the question # for each of your responses.

Name: _____

EMAIL ADDRESS: _____

Address: _____

City, State, Zip Code: _____

Phone No.: _____

Signature: _____

1. Describe the operation you propose for this property with as much detail as possible. Please include practices that conserve soil, water, and other resources. Use the following key points as applicable and add other key points if necessary.

A.) Crop Production: (Crops raised, tillage, irrigation)

B.) Grazing:

- 1.) Approximate number of Livestock and Class (Pairs, yearlings, bulls, etc.):
- 2.) Season of use (time(s) of the year you are most likely to use pasture; winter, spring, summer, fall.
- 3.) Describe grazing management practices you will implement.
- 4.) Describe other pasture management you will implement (other than grazing management).



SUBMITTAL QUESTIONNAIRE – PECK Agricultural Open Space

C.) Other details of your management not included above:

- 1) If you are currently involved in other agricultural enterprises, briefly describe the operation(s). Include general locations.
- 2) How will the Boulder County agricultural land you are proposing to lease, fit in with the rest of your operation?
- 3) Please describe your agricultural background.
- 4) Please list the machinery and equipment needs for your planned operation on the property and how you will meet those needs. (Own, lease, borrow, hire custom, etc.)
- 5) Describe how you will meet the labor demands for the proposed operation. Are you involved in your agricultural enterprises on a full-time basis? If not, what percentage of your time is dedicated to agricultural pursuits?
- 6) Bidder may be required to provide financial references.
- 7) Please provide personal references that are familiar with your agricultural experience.

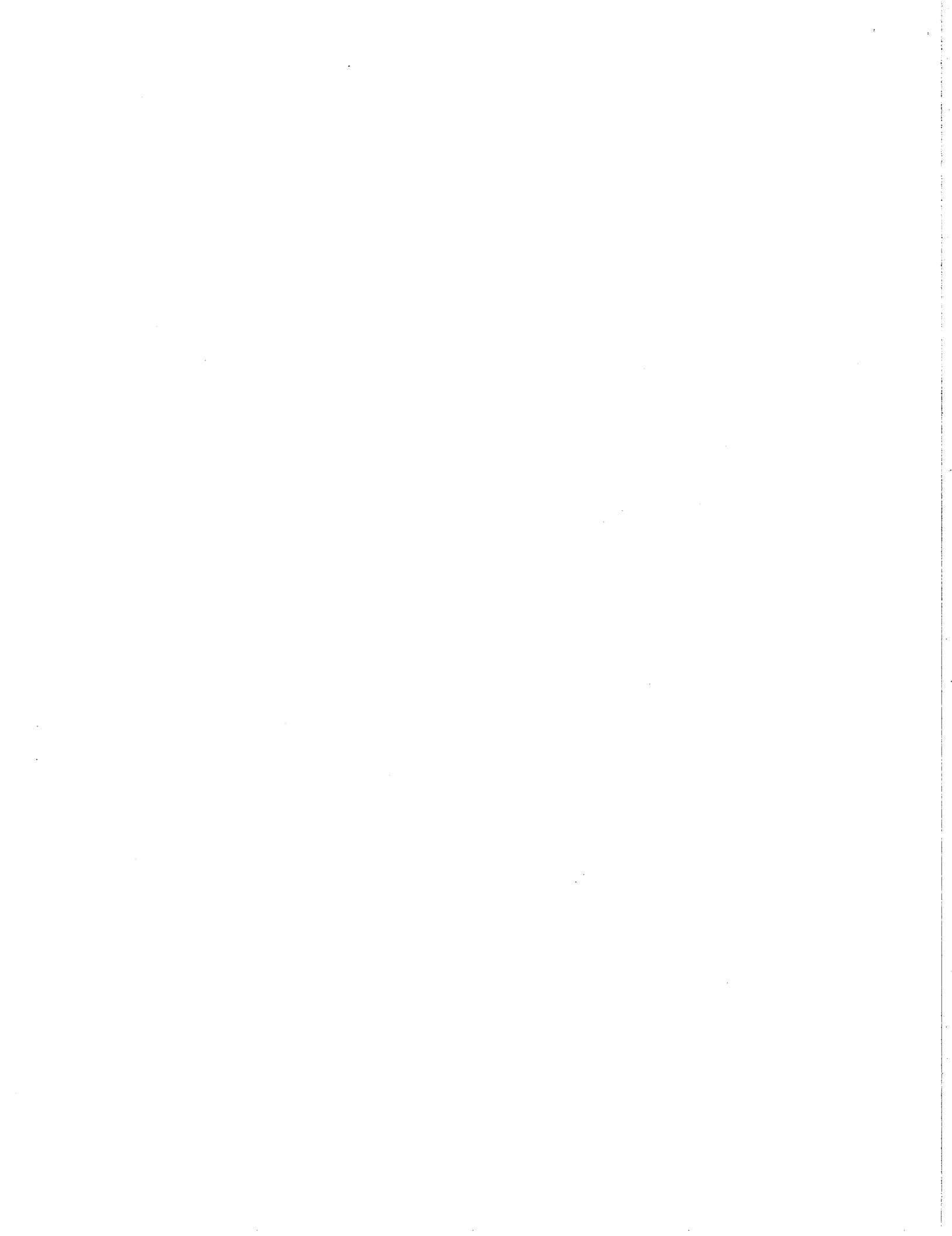
Name

Phone #

_____	_____
_____	_____
_____	_____

- 8) If you plan to manage an organic operation, please describe your experience in organic production.

As on page 4, this property will be leased at \$100/acre.



Agricultural Lease
PECK Agricultural Open Space
RFP # 5234-09

SUBMITTAL QUESTIONNAIRE – PECK Agricultural Open Space

I authorize Boulder County, Parks and Open Space Department to contact the financial institution/person referenced below:

Name of Financial Institution

Contact Person

Phone Number

Email (if known)

Bidder's Signature/Authorization to Contact the Abovementioned



SAMPLE LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" or "Agreement", is made to be effective as of the 1st day of ** January, 200__, between the County of Boulder, a body corporate and politic, hereinafter referred to as "Landlord" or "County", and _____, whose address is _____, hereinafter referred to as "Tenant".

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows.

1. LEASE OF PREMISES

The Landlord and Tenant hereby agree to enter into a lease for approximately _____ acres of land known as the _____ Open Space, Boulder County, Colorado, hereinafter referred to as the "Leased Premises", legally described in Exhibit A, and as shown on the map attached hereto as Exhibit B, which exhibits are made a part hereof by this reference.

****Included in the Leased Premises are the following structures, facilities and equipment as identified on Exhibit B:**

**** center pivot irrigation system, _____.**

2. TERM

The term of this Lease shall commence on _____ 20__, **** (OR) the execution hereof **** and shall end on December 31, 20__, unless terminated by Landlord at an earlier date, as provided in Paragraph 18 of this Agreement. **** THE INITIAL TERM FOR ALL LEASES SHALL BE ONE YEAR **** If Tenant is in compliance with all the terms of the Lease, including all rental payments due, Tenant, at Tenant's option, may renew the Lease upon the same conditions for up to two additional one-year terms. If Tenant chooses to exercise either of the two options to renew the Lease, Tenant must provide written or verbal notice to Landlord by **December 15** of the year prior to the applicable option year. Any work or preparation for farming after termination/expiration of the Lease term shall not constitute or be construed as a renewal of the terms of this Lease.

****USE THIS PARAGRAPH IF THERE IS A POSSIBILITY THAT THE PROPERTY MAY BE SOLD DURING THE TERM OF THIS LEASE****

Landlord may also terminate this Lease if it sells the Leased Premises to a third party. In the event Landlord sells the Leased Premises to a third party prior to the expiration of this Lease, Landlord shall provide written notice to Tenant of such sale no less than thirty (30) days prior to the date of sale. Tenant reserves the right to negotiate a new lease with the new owner. However, if Tenant is unable to negotiate a new lease with the new owner, Tenant may remain in possession of Leased Premises after the sale until: (a) the later of 60 days or the end of the current growing season (the growing season being from March 1 to October 31); or (b) the later of 60 days or the start of the next growing season if the sale occurs during the dormant season.

**** IF LANDLORD WANTS TENANT TO VACATE ONE OF THE PARCELS****

Landlord and Tenant agree that, notwithstanding anything in this Lease to the contrary, Landlord may terminate the Lease as to ****Name of Parcel**** at any time upon thirty (30) days written notice to Tenant.

