



**STATE OF MISSOURI  
OFFICE OF THE ADJUTANT GENERAL (OTAG)  
MISSOURI ARMY NATIONAL GUARD (MOARNG)  
REQUEST FOR QUOTATION (RFQ)**

**RFQ NO.:** CFLSTJ2017  
**TITLE:** Cash Farm Leases – St. Joseph Training Area  
**ISSUE DATE:** April 19, 2017

**BID CONTACT:** Don Propst  
**PHONE NO.:** 573-751-3932  
**E-MAIL:** [don.propst@oa.mo.gov](mailto:don.propst@oa.mo.gov)

**RETURN BID NO LATER THAN:** May 1, 2017 at 1:30 p.m.

**MAILING INSTRUCTIONS:** Print or type **RFQ Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DFMD C office (301 W High Street, Room 730) by the return date and time.

(U.S. Mail)	(Courier Service)
<b>RETURN BID TO: OFFICE OF ADMINISTRATION</b>	<b>OFFICE OF ADMINISTRATION</b>
<b>DFMDC</b>	<b>DFMDC</b>
<b>PO BOX 809, ROOM 730</b>	<b>301 WEST HIGH STREET, ROOM 730</b>
<b>JEFFERSON CITY MO 65102-0809</b>	<b>JEFFERSON CITY MO 65101</b>

**CONTRACT PERIOD:** May 15, 2017 through January 31, 2018, with four one-year renewals through 2021

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri Army National Guard  
ATTN: Nathan Kempker  
6819B North Boundary Road  
Jefferson City, Missouri 65101**

The bidder hereby declares understanding, agreement and certification of compliance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <span style="float: right;">(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)</span> ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of cash farm leases as set forth herein.

### **1.2 Background Information:**

1.2.1 There will be a lease for this RFQ at the St. Joseph Training Area, St. Joseph, Missouri. The lease consists of an approximate 15 acres of tillable crop ground. The last time this ground was row cropped was in 2015 and had beans planted on it.

1.2.2 Interested bidders are encouraged to visit the farmland prior to submitting a bid. Bidders may contact Nathan Kempker, Project Manager, at 573-638-9584 to schedule an appointment to view the area.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

2.1.1 The contractor shall function as a cash lessee for MOARNG, OTAG, (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.

2.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.

2.1.3 The contractor shall understand and agree that the state agency shall delineate the boundaries of the fields in which the contractor may crop.

2.1.4 The state agency estimates that there are approximately 15 acres of farmland at St. Joseph Training Area. However, the State of Missouri does not guarantee exact acreage of tracts of land. Attachment #1 provides an aerial view of the farmland and surrounding area.

2.1.5 Other than questions regarding the farmland, all questions regarding this RFQ and/or the competitive bid process must be directed to Don Propst at (573) 751-3932 or [don.propst@oa.mo.gov](mailto:don.propst@oa.mo.gov).

### **2.2 Performance Requirements:**

2.2.1 The contractor shall access the leased property only through approved areas designated by Nathan Kempker, Project Manager.

2.2.2 The contractor must submit to the state agency for approval, prior to admittance, a list of personnel to be allowed access to the leased property.

a. The state agency reserves the right to approve or disapprove any personnel proposed on the list.

b. All personnel admitted to the leased property must carry a photograph identification card when working on the leased property.

2.2.3 The contractor shall crop the areas that are mutually agreed to between the Project Manager and the contractor.

2.2.4 The contractor shall plant only those crops that are mutually agreed to between the state agency and the contractor.

- 2.2.5 The contractor shall utilize both an appropriate fertility program and an appropriate pesticide program. The contractor's fertility program shall maintain the leased land's current level of fertility, applying an amount that the crops will use.
- a. The scope of both the fertility program and the pesticide program shall be mutually agreeable to both the contractor and the Project Manager. In the event of disagreement by the contractor and the Project Manager, the state agency may consult the University of Missouri College of Agriculture for guidance. In the event of a disagreement, the decision of the state agency shall be final and without recourse.
  - b. The contractor shall submit to the Project Manager the records of all fertilizer, lime, and pesticides, indicating the fields where applied and their application rates.
- 2.2.6 The contractor must maintain, at the contractor's expense, fences and other improvements on the leased land at a level equal to or better than the condition of such on the effective date of the contract.
- a. In the event fences or other improvements are upgraded, the contractor must maintain the upgraded condition of such improvements for the remainder of the contract period.
  - b. The contractor shall not be responsible for normal wear and tear, loss by fire, and/or unavoidable depreciation or destruction.
  - c. The contractor shall maintain all fences in a safe and prudent manner so as to assure that no damage shall be incurred to any land, life, or property.
  - d. The contractor shall maintain a minimum 10 foot grass buffer around the field's edge along forested areas.
  - e. The contractor shall mow all grass areas at least twice per year. This includes the 10 foot grass buffer and all other areas that are within the lease area that are not put in row crops.
- 2.2.7 The contractor shall not alter, take down, or make new openings to the perimeter of the area's fencing. However, if the contractor is of the opinion that additional access is needed through the area's perimeter fencing, the contractor shall request the state agency's concurrence. If the state agency determines that access through the area's perimeter fencing is needed, the Project Manager shall provide such access.
- 2.2.8 The Technical Specifications for the Agricultural lease are attached.
- 2.2.9 The contractor shall not construct any permanent structure on the leased property.
- a. The contractor shall not construct any temporary structure or advertisement on the leased property without prior written consent of the state agency.
- 2.3 Other Requirements:**
- 2.3.1 In order to accommodate potential changing needs of the State of Missouri, the state agency reserves the right to add access to or delete acreage from a particular parcel of land.
- a. The dollar value per acre added to or deleted from the total contract price shall be a proration of the contract price as stated on the Pricing Page.
- 2.4 Payment Requirements:**
- 2.4.1 The contractor shall pay reasonable compensation to the state agency for any damage(s) to the leased property caused by the contractor.
- a. Depending on the damage and if state agency could perform the work, there would be various cost estimates to get the damaged property back to the original condition.

2.4.2 The contractor shall make payment to the Office of Administration, Division of Facilities Management, Design and Construction for land leased in accordance with the following payment schedule:

- a. **One hundred percent (100%) of the total payment as stated on the Pricing Page shall be due May 15<sup>th</sup> for the 2017 Crop Season or within five days from Notice of Award. The payment for the subsequent one year renewal periods is due not later than January 31, 2018, January 31, 2019, January 31, 2020, and January 31, 2021.**

2.4.3 The contractor shall make all payments in the form of a check made payable to Office of Administration, Division of Facilities Management, Design and Construction. However, the state agency reserves the right to require the payment be submitted in the form of certified check, cashier's check, money order, or cash.

2.4.4 The contractor shall submit payments to the following address:

Office of Administration  
Division of Facilities Management, Design and Construction  
Attn: Real Estate Services – CFLSTJ2017 – Farm Lease (Crop)  
301 West High Street, Room 730  
PO Box 809  
Jefferson City, Missouri 65102

## 2.5 Other Contractual Requirements:

2.5.1 Contract - A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the technical specifications, (3) the contractor's response (bid) to the RFQ, (4) clarification of the bid, if any, and (5) the state agencies acceptance of the response (bid) by "notice of award". All Attachments included in the RFQ shall be incorporated into the contract by reference.

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- b. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Quotation (RFQ). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.5.3 Renewal Periods - If the option for renewal is exercised by the state agency, the contractor shall agree that the prices for the renewal period shall be as stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

2.5.4 Termination - The state agency reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.

2.5.5 Training and Damage – The MOARNG can use the property at any time for military training. The MOARNG will be responsible for reimbursing the contractor only for any input cost the contractor has on the property if crops are damaged from military training. MOARNG is not liable for any other damages to personal property, machinery or crops due to any other cause whatsoever.

- 2.5.6 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
  - d. The contractor shall only subcontract services such as fertilizing, etc. The contractor shall not subcontract the lease of the land.
- 2.5.7 Authorized Personnel - The contractor understands and agrees that by signing the RFQ, the contractor certifies the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
  - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 2.5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency throughout the effective period of the contract.
- 2.5.10 Missouri Service-Disabled Veteran Business Preference - Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.

### **3. BID SUBMISSION INFORMATION**

#### **3.1 Submission of Bids:**

- 3.1.1 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.

- 3.1.2 Open Records – Pursuant to RSMo 610.021, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 3.1.3 The bidder is cautioned that it is the bidder’s sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the mailed bid. The bidder’s failure to include completed, exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.
- 3.1.4 Questions Regarding the RFQ - The bidder and the bidder’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to Don Propst.
- a. Don Propst may be contacted via e-mail or phone as shown on the first page.
  - b. Bidders are advised that any questions received less than five calendar days prior to the RFQ opening date may not be answered.

**3.2 Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the highest responsible and reliable bidder.

3.2.1 High Bid Determination:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:
  - 1) The cost evaluation shall be based on the total of the firm, fixed annual lease price stated on the Pricing Page for the original contract period, and the firm, fixed pricing stated on the Pricing Page for each potential contract renewal periods.
  - 2) Cost points shall be computed from the result of the total stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Compared Bidder's Price}}{\text{Highest Responsive Bidder's Price}} \times 200 = \text{Cost evaluation points}$$

3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

- a. Responsibility and Reliability in Experiences:
  - 1) The bidder should complete Exhibit A with information related to previous and current services/contracts performed by the bidder’s organization and any proposed subcontractors which are similar to the requirements of this RFQ.
  - 2) If references for current and/or previous contracts are not identified in the bid, the state agency may request that the bidder identify one or more references. The state agency must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the state agency. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities) (if applicable)
- 5) Licenses and permits (e.g., city/county license, sales permits) (if applicable)
- 6) Insurance (e.g., worker's compensation/unemployment compensation) (if applicable)

3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the RFQ will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and (2) inability of the bidder to document responsible and reliable past performances similar to the services.

**3.3 Contract Award:** The contract will be awarded to the highest responsive and responsible bidder with the highest lease prices stated.

**4. PRICING PAGE**

**4.1 Annual Lease Price** - The bidder shall provide a firm, fixed annual lease price for the original contract period and for each renewal option period in accordance with the provisions and requirements of this RFQ.

ST. JOSEPH TRAINING AREA – LEASE		
Line 001	Original Contract Period- 2017 (Approx. 15 acres)	\$ _____ Firm, fixed annual lease price
Line 002	First Renewal Period- 2018-(Approx. 15 acres)	\$ _____ Firm, fixed annual lease price
Line 003	Second Renewal Period 2019 (Approx. 15 acres)	\$ _____ Firm, fixed annual lease price
Line 004	Third Renewal Period 2020 (Approx. 15 acres)	\$ _____ Firm, fixed annual lease price
Line 005	Fourth Renewal Period 2021 (Approx. 15 acres)	\$ _____ Firm, fixed annual lease price

**4.2 Employee/Conflict of Interest** - Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder’s organization:		_____ %



**EXHIBIT A PRIOR**

**EXPERIENCE**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor’s prior experience of farmland leasing. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name or Subcontractor Name:</b> _____	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Prior Farmland Leases:	
Dollar Value of Prior Farmland Leases:	
Description of Prior Services Performed on Farmland Leases:	

**EXHIBIT B**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information**

**Business Information**

\_\_\_\_\_  
**Service-Disabled Veteran's Name, (Please Print)**

\_\_\_\_\_  
**Service-Disabled Veteran Business Name**

\_\_\_\_\_  
***Service-Disabled Veteran's Signature***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Missouri Address of Service-Disabled Veteran Business**

## **TECHNICAL SPECIFICATIONS**

### Agricultural Lease at St. Joseph Training Area

#### **SCOPE**

The contractor will provide all necessary labor, material, and equipment to perform the above mentioned lease on St. Joseph Training Area, St. Joseph, Missouri.

1. The contractor agrees to furnish all equipment and labor and to conduct all agricultural operations in accordance with the lease and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the Missouri Army National Guard (MOARNG) unless otherwise provided. All operations shall be conducted with extreme care to avoid the possibility of disturbing or destroying boundary or survey monuments, markers, or benchmarks. Prior to initial right-of-entry being granted to the leased property, the contractor shall meet, in person, with the Project Manager and his designee, so that the contractor's management plan, lease conditions, and technical specifications may be mutually discussed. No contractor will be granted access to the installation for the purpose of working on the leasehold until this coordination meeting has taken place. Contractors shall coordinate this meeting prior to visiting the training site. At this time, any management problems and/or leasehold improvement practices may be discussed.
2. The contractor agrees, in accepting this lease, that he/she shall utilize the leased premises only for the production of crops that is approved by the Project Manager.
3. This lease allows for the production and harvest of row crop products only. Whereas St. Joseph Training Area is a military installation, no other lease privileges, including tenant hunting, fishing, fur harvesting, timber cutting, and other such activities are granted and/or implied.
4. The contractor will exercise extreme caution, as some of the fields may contain, rocks, drop offs, and gullies.

#### **Utilization of Lands**

1. The primary purpose of this lease is to provide for maintenance of the training land at St. Joseph Training Area by utilizing said portions of the interior for agricultural purposes as set forth herein.
2. Utilization of the land covered in this lease is limited to crop production only.
3. Movement of troops, weapons firing, aircraft activity, or other related military activities may interrupt the contractor's use and occupancy of the tract. Crops may be damaged from troops moving on foot, by vehicles, or by other means before, during, and/or after the normal cropping periods. The MOARNG will only reimburse the contractor for any input cost the contractor has on the property if crops are damaged by MOARNG. The contractor agrees and understands that the MOARNG shall not be held liable for damage to crops (harvested or unharvested) due to any other cause whatsoever.
4. Crop production shall be conducted so agricultural soils will be managed to assure their long-term productivity, will be managed to minimize pests and weeds, and will be managed to prevent soil erosion. Field edges will be managed to minimize weeds, pests, nuisance vegetation and encroachment of invasive species, and to promote bio-diversity. Field trash, including culls, will be managed to minimize nuisance, visual blight and disease.

5. The contractor must maintain a 10 foot grass buffer around all forested areas within the leased area.
6. The contractor shall mow all grass areas at least twice per year. This includes the 10 foot grass buffer and all other areas within the lease area that are not put in row crops.
7. The contractor shall harvest all crops in a timely manner.
8. Length, terms, and conditions of lease: The length of the lease is for one year with four one year renewal periods: Crop years 2017, 2018, 2019, 2020, and 2021.

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
15 acres	15 acres	15 acres	15 acres	15 acres

9. Noxious weeds: Portions of St. Joseph Training Area maybe infested with noxious weeds. It is the contractors' responsibility to ensure that seed from any noxious weed is not transported off the leasehold in accordance with the State of Missouri Noxious Weed Laws. The contractor shall report locations of any State of Missouri listed Noxious Weed to the Project Manager or his designee.
10. Burning: Prescribed burning by the contractor or his agents is not permitted on St. Joseph Training Area. Contractors may contact the Project Manager to request areas to be prescribed burned.

**SPECIAL CONDITIONS**

1. Use of Agricultural Chemicals

a. Herbicides, insecticides, fertilizers and other agricultural chemicals shall be used on the leasehold only after a supplement agreement has been reached between the Project Manager and the contractor. All chemicals shall be applied in accordance with label directions and in such a manner as to minimize drift, runoff, and pollution on non-target areas.

b. If agricultural chemicals are approved, the contractor shall complete a Pesticide / Herbicide Management Applicator Form and provide the completed form to the Project Manager no later than the date agreed on within the supplemental agreement. This form is available from the Project Manager. This report shall cover all chemicals applied to St. Joseph Training Area by the contractor during the length of the supplemental agreement's conditions. A copy of the chemical label for each chemical used shall be provided with the chemical report. If the contractor fails to provide this report the contractor shall be considered to be in default with the terms of this lease and may be subject to revocation of the lease.

2. Ingress, Egress, Safety and Security

a. The government hereby grants to the contractor the right of ingress and egress over and upon the training area roads in connection with said lease, subject to such safety and security rules as may be necessary, subject to the technical specifications.

c. The contractor shall take this into consideration when choosing equipment to perform lease actions. The contractor shall be held responsible for any damage the contractor or the contractor's agents cause to any gates, fences or roads on the installation.

d. The crop lease lies within military training areas. Troop exercises and weapons training may prevent the contractor from entering the leasehold on occasion. Troop training takes

precedence of this agreement. It is the responsibility of the contractor to coordinate access in advance and that any work requirements are completed in a timely fashion.

e. The contractor is herewith duly informed of the danger of entering upon any land within the reservation's boundary. The contractor and the contractor's employees, agents, or others entering the leasehold by virtue of the contractor's occupancy shall comply with all safety and security rules as prescribed by the Project Manager. To inform said persons of such rules shall be the full and unconditional responsibility of the contractor.

g. During cropping operations, the contractor's equipment, when not in use, may be parked in areas designated by the Project Manager or his designee. The contractor agrees and understands that the MOARNG shall not be held liable for damages to personal property and/or machinery due to any cause whatsoever.

j. The Project Manager will inform the contractor of the current requirements for accessing the leasehold as changes are made to the access requirements by the training site or higher headquarters. The information may be provided to the contractor at any time or may be mailed under separate cover. The contractor shall follow all guidance within the latest directive to obtain access to the lease. The contractor's failure to comply with the latest directives shall be considered in default with the terms of this lease and may result in the revocation of the lease.

### 3. Spills

Incidental spills of petroleum, oils, and/or lubricants shall be corrected immediately by the contractor. Reportable spills shall be reported immediately to the Project Manager, or his designee. The Project Manager, or his designee, will make the determination if an environmental hazard exists. After hours, the contractor shall report any chemical spill to the Project Manager for appropriate action. The Project Manager will provide the contractor telephone numbers of the appropriate personnel to contact at the start of the lease term and will update those telephone numbers as needed during the lease period.

### 4. Future Land Management Practices

In accordance with the MOARNG policies additional soil and water conservation practices such as seeding grass, construction of terraces, grassland renovation, additional wildlife habitat practices, and additional maintenance mowing of grass may be implemented on the leasehold. The contractor agrees to cooperate in the above-stated practices. The contractor also agrees the MOARNG, through the Project Manager, may make minor, no cost adjustments to the lease when it is in the best interest of the Government to do so. The contractor's failure to cooperate shall be considered in default with the terms of this lease and may result in revocation of the lease.

**The contractor's failure to comply with any of the above-stated technical specifications shall be considered in default with the terms of this lease and may result in revocation of the lease.**

A MOARNG Project Manager must be onsite the day the contractor commences work. The contractor needs to contact the Environmental Office as to when he intends to start work. The MOARNG Project Manager must give approval to proceed. This is to ensure that the project work does not interfere with any scheduled training. The contractor will take precaution not to damage any existing vegetation outside of the project area or to leave ruts in the area.

### **ENVIRONMENTAL MANAGEMENT SYSTEM AWARENESS**

The MOARNG is required by Presidential Executive Order 13423 to establish and environmental management system (EMS). One of the key components of the EMS is the establishment of an Environmental Policy that must be communicated to all persons working for or on behalf of the organization including all suppliers and contractors. The policy stresses commitment to complying with accepted environmental practices. Including the commitment to

meet or exceed applicable environmental requirements, legal and otherwise.

The policy also dictates continued minimization of waste production and pollution while focusing on processes, real property, and materials in a manner to reduce environmental impacts. The entirety of this policy is available upon request to all parties by contacting the MOARNG Environmental Management Office.

### **LEGAL REQUIREMENTS**

**Contractor Liability:** The contractor shall be responsible for any and all injury or damage as a result of his negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury bodily injury (including death) or property damage suffered as a result of the his negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payments arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the contractor under the terms of the contract. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assigns.

**Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the performance under the contract. Therefore, the contractor must acquire, maintain and provide proof of adequate liability insurance in the forms(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his performance under the contract. The contractor must provide proof of insurance within (15) fifteen days after the award of the contract and each subsequent renewal. The insurance must be provided to the state agency from the insurance company not directly from the contractor.

The State of Missouri Terms and Conditions for Contractors are enclosed on separate sheets.

**STATE OF MISSOURI**  
**DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**  
**TERMS AND CONDITIONS – REQUEST FOR QUOTATION**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Facilities Management, Design and Construction (DFMDC)**.
- b. **Amendment** means a written, official modification to a RFQ or to a contract.
- c. **Attachment** applies to all forms which are included with a RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the RFQ for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to a RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful bidder as a result of a RFQ and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a RFQ for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- i. **Request for Quotation (RFQ)** means the solicitation document issued by the RFQ to potential bidders for the services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DFMDC.
- n. **Shall** have the same meaning as the word must.
- o. **Should** mean that a certain feature, component and/or action are desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DFMDC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DFMDC if any language, specifications or requirements of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DFMDC, unless the RFQ specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than ten calendar days prior to the RFQ opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DFMDC in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DFMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DFMDC reserves the right to officially amend or cancel a RFQ after issuance.

**4. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.

## RFQ NO: CFLSTJ2017

- b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of a RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DFMDc and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph.
- f. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

### 5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DFMDc office located at 301 West High St. Room 730 in Jefferson City, MO no later than the exact opening time and date specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the DFMDc post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DFMDc office (address listed above) no later than the exact opening time and date specified in the RFQ.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) The official opening date and time. Different bids should not be placed in the same envelope.
- c. A bid which has been delivered to the DFMDc office may be modified or withdrawn by signed, written notice which has been received by the DFMDc prior to the official opening date and time specified. A bid may also be modified or withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify or withdraw a bid shall not be honored.
- d. Bidders delivering a hard copy bid to DFMDc must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- e. Faxed bids shall not be accepted.

### 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the RFQ document. Names, locations, and prices of respondents shall be read at the bid opening.
- b. Bids which are not received in the DFMDc office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

### 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

### 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DFMDc to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the highest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ.
- e. In the event all bidders fail to meet the same mandatory requirement in a RFQ, DFMDc reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DFMDc reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DFMDc reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DFMDc may negotiate for the required provisions.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.



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- i. Any award of a contract shall be made by notification from the DFMDc to the successful bidder. The DFMDc reserves the right to make awards in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DFMDc reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award.
- n. The final determination of contract award(s) shall be made by DFMDc.

### 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DFMDc's acceptance of the response (bid) by "Notice of Award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DFMDc or by a modified documentation prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### 10. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### 11. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### 12. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

### 13. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DFMDc immediately.
- b. Upon learning of any such actions, the DFMDc reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### 14. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### 15. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DFMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DFMDC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**16. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**17. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

**18. TITLES**

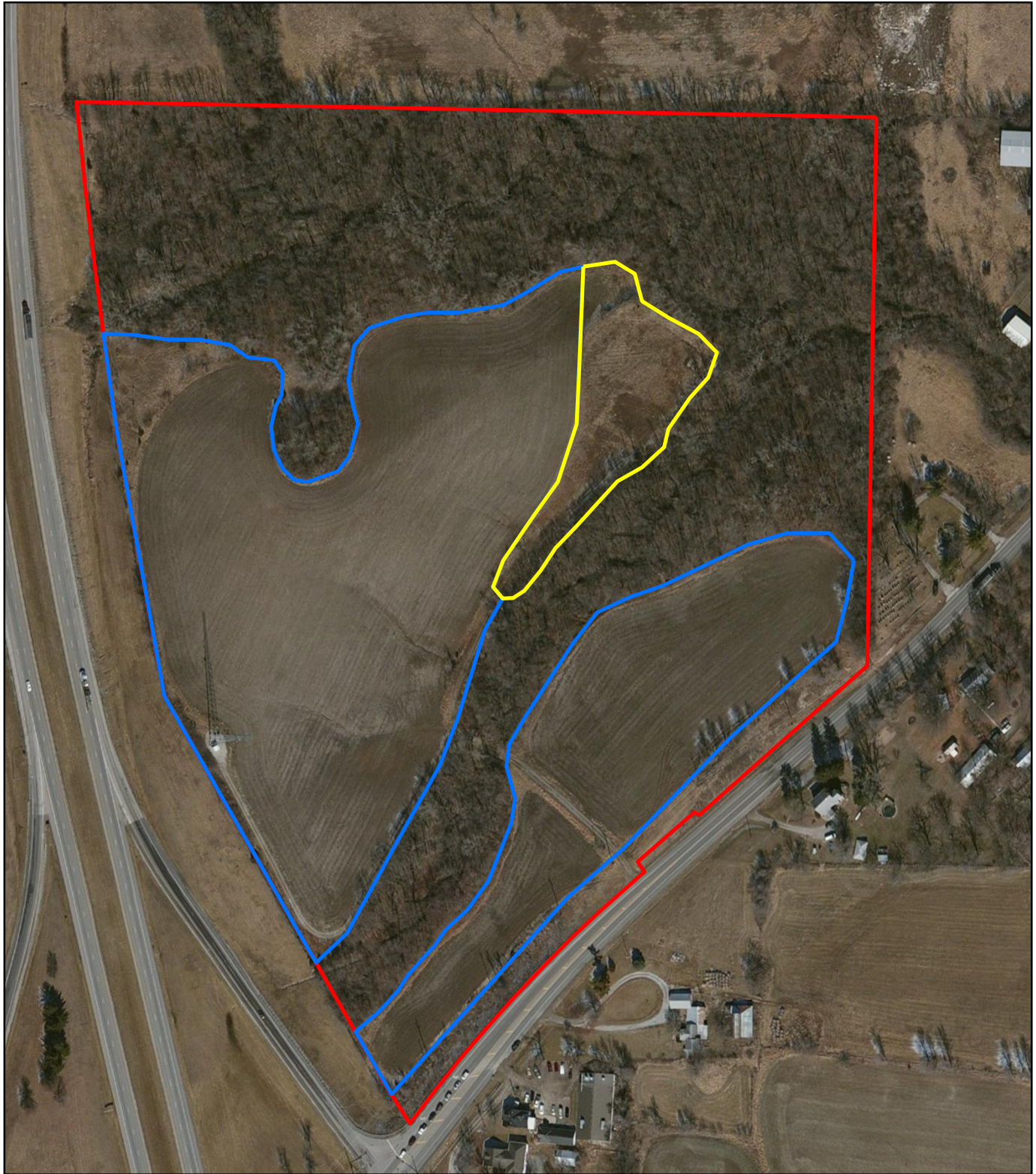
Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.



UNCLASSIFIED






# ST. JOSEPH AGRICULTURAL LEASE ATTACHMENT #1



0 60 120 Meters

(Printed Scale: 1:3,103)

### LEGEND

-  Old Range Area
-  St. Joseph Ag Lease
-  St. Joseph Boundary

**MISSOURI ARMY NATIONAL GUARD  
ENVIRONMENTAL MANAGEMENT OFFICE**  
6819B North Boundary Road  
Jefferson City, MO 65101-1207

ELLIPSOID: ..... WORLD GEODETIC SYSTEM 1984  
GRIDUNIT: ..... UTM ZONE 15N METER  
PROJECTION: ..... TRANSVERSE MERCATOR  
VERTICAL DATUM: ..... MEAN SEA LEVEL  
HORIZONTAL DATUM: ..... WGS 1984  
DEVELOPED BY: ..... MISSOURI ARMY NATIONAL GUARD  
CARTOGRAPHER: ..... NATHAN KEMPKER

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