

STATE OF TENNESSEE
Tennessee Wildlife Resources Agency

INVITATION TO BID

REVENUE LEASE
LEASE

SERVICE

Crop Lease # _____ Wildlife Management Area _____

The Tennessee Wildlife Resources Agency is seeking bids for Agricultural Leases for the calendar year _____ through _____.

The specifications of this lease are attached herein as an addendum. Acreage amounts are determined and mapped by GIS Lab, TWRA Nashville office, and are approximate.

The following are required by the Tennessee Wildlife Resources Agency (TWRA) of ALL applicants. If you do not or cannot meet the following conditions, you need not apply.

1. If private lands must be crossed in order to access Tennessee Wildlife Resources Agency fields, authorization to cross such private lands must be secured in writing from private landowners before a lease can be signed.
2. If you have previously farmed for Tennessee Wildlife Resources Agency, your performance must have been satisfactory to TWRA.
3. You will be required to provide proof of adequate equipment to accomplish TWRA farming objectives.
4. Security for payment of rent may be required.
5. Successful bidders on tracts of 75 acres or more (or with the addition of this acreage will lease 75 acres or more) must show proof of Liability Insurance prior to issuance of farming contract. Insurance limits of \$300,000 per occurrence of \$1,000,000 total coverage.

If you need further clarification, please contact your Area Wildlife Manager, _____ (name) _____ (listed below).

Wildlife Manager Date

Office Address
Phone
Email

BID PROCESS

Leases: Agricultural leases may not exceed five (5) years

Submission: It is the duty of each bidder to see that only one bid is delivered, either by hand or by mail, to the prescribed place by the bid opening time listed in this packet. All bids will be disqualified from any bidder who submits more than one bid.

Forms: Sealed bids must be submitted on the bid form included in this packet.

Marking and Sealing: Bid forms must be enclosed in a sealed envelope marked "Lease Bid" and delivered or mailed. If mailing the sealed envelope marked "Lease Bid" must be enclosed in a mailing envelope and addressed as follows: xxxxxxxxxx (Registered or certified mail is recommended.)

Due Date: Bid must be received no later than 4:00 p.m. on _____ (Day and Date)_____.

Bid Opening: All bids received will be opened in public by any interested persons at:

(Name & full address of Regional Office)
(Date & Time)

Withdrawal: Bids may be withdrawn before the bid opening time. Bids may not be withdrawn after bid opening.

Award: Leases will be awarded to the highest bidder complying with the conditions of this invitation, provided that the bidder is responsible, his bid is reasonable, and it is in the interest of the agency to accept it. (In some cases, previous owners may have the right of refusal for agricultural use. If landowner meets and agrees to the highest bid, he will retain agricultural rights for term of contract.)

Ties: In the event two or more bids are tied, a coin toss or similar unbiased method will be used to break the tie.

Notice of Acceptance: A notice of acceptance will be provided to the successful bidders in person, or by mailing such notice to the address indicated on the bid.

Default: If the successful bidder fails to enter into a lease within 21 days after awarding of bids, he will be declared in default and the next bidder will be awarded the lease. A bidder declared in default will be ineligible to bid on future agricultural leases. If a successful bidder, for whatever reason, does not follow through with their obligation to enter into the agricultural lease or does so and subsequently defaults, it is TWRA's prerogative to do any of the following:

- Award the bid to the second highest bidder
- Re-bid the lease
- Remove the property from the lease program

REQUIREMENTS FOR ALL LESSEES

All persons leasing agricultural land from the Tennessee Wildlife Resources Agency shall abide by the following conditions:

- a. The bidder must supply all seed, fertilizer, chemicals, machinery, etc.
- b. The crop planted may be any food or grain crop (or as specified)
- c. Fertilizer and lime shall be applied annually according to standard soil test specifications. A copy of soil test results and invoices for lime and fertilizer shall be provided to the TWRA Wildlife Manager annually.
- d. Only herbicides approved by the EPA may be applied, and no insecticides may be applied without approval of the Wildlife Manager. Application of restricted pesticides must be supervised by a certified applicator.
- e. Bags, container, and other refuse shall be removed each day.
- f. Spillage of any chemicals, lime or fertilizer while loading or emptying during farming operations must be cleaned up and disposed properly.
- g. The Tennessee Wildlife Resources Agency assumes no responsibility for any loss of crops or equipment or for an injury to the lessee, his agents or employees.
- h. Leases are subject to existing easements for power lines, gas transmission lines, etc. TWRA personnel have the right to access all parts of the Management Area, including fields planted and leased by the Lessee. TWRA will not be held liable for any damage to Lessee's crops due to the access in the performance of duties.
- i. Leases are nontransferable.
- j. Crop residues will be left on the fields through the winter. Winter crops may be planted by special arrangement with the Wildlife Manager. For percentage bids, Tennessee Wildlife Resources Agency reserves the right to take its share in grain from the fall planted crop in lieu of payment from the spring crop.
- k. Crops are not permitted to be stored on WMA property, and must be removed within 10 days after harvesting/baling.
- l. Acreages listed for each bid item are total acres, including TWRA's share.
- m. A lease may be canceled by either party with 30 days written notice.

- n. No livestock grazing shall be permitted at any time. It is the responsibility of the Lessee to make certain that neighboring livestock are contained before planting. Damage caused by any livestock to crop must be dealt with on a legal basis between the Lessee and the adjoining neighbor. Where a boundary line fence separates the lease land from a bordering livestock neighbor, it is the responsibility of the Lessee and the neighbor to work together to keep the fence erect and in working condition to prevent monetary damage to crops.
- o. All vehicle traffic is prohibited except for those purposes necessary for normal agricultural activities. Lessee cannot use their access to hunt or fish and are subject to those rules set by the TWRA.
- p. Wildlife Food Plots: These are to be left standing and not harvested. Tennessee Wildlife Resources Agency will not provide seed unless specified in the bid item. If the food plot crop is not specified in the bid item, it will be specified by the Wildlife Manager at the beginning of the lease period.
- q. Liability Insurance is required on any lease(s) totaling 75 acres or more. Lessee agrees to maintain adequate liability insurance and will provide evidence of coverage. Liability limits of insurance must not be less than the \$300,000 per claimant; and \$1,000,000 per occurrence. This requirement may be satisfied through a separate liability policy, a homeowner's policy or umbrella policy. Insurance requirements are verified annually prior to work commencing.

**FORMAL BID
FOR LEASING REAL PROPERTY
(WILDLIFE MANAGEMENT AREA)**

Attached hereto is my bid for use of agricultural land at (Wildlife Management Area). I have received, read, and understand “Requirements for all Lessees” – “Bid Process” and the “Cooperative Farming Application.” I submit the attached bid for use of Agricultural Land at (Wildlife Management Area).

SIGNED: _____

DATE: _____

BID SPECIFICATIONS

(This page will be filled out by the area manager and is specific to the Wildlife Management Area and its objectives)

ADDENDUM #1

PAYMENT PROTECTION

on Revenue Agricultural Leases

Crop Leases require protection to insure that TWRA is paid the lease amount annually. Leases with a VALUE of \$1,000 or less require payment in advance of planting for any crop year covered under the lease contracts for the full amount of the contract.

Leases over \$1,000 are required to provide proof of the farmer's ability to pay at the conclusion of each crop year by providing one of the following:

- a. Cash Bond or Cashier's Check or certified check equal to one year's rent (to be held by the central Revenue Office for the term of the contract period. This is returned to the farmer at the end of the contract period or upon cancellation in writing of the contract, provided the terms of the contract have been fully met.
- b. Performance Bond issued by a surety company licensed to do business by the state of Tennessee for the amount of one year's lease.
- c. Irrevocable Letter of Credit or a CD (Certificate of Deposit) from a State or National bank or savings and loan association having its principal office in Tennessee equal to 100% of one year's contract rent amount. This must be re-issued annually prior to planting OR submitted in an amount that will cover the whole term of the contract (annual rent times years of contract).

One of the above must be in place prior to the first year's planting and stay in place one way or another for the whole term of the contract. If required, a portion of the performance bond can be used to cover any contract deficiencies and the balance returned to the farmer.