



**Request for Proposal  
2020 Farm Land Cash Rent Lease**

**The Eastern Iowa Airport  
2515 Arthur Collins Parkway SW  
Cedar Rapids, IA 52404**

**July 17, 2019**

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### SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Airport's website ( <a href="http://www.flyCID.com">www.flyCID.com</a> )	Wednesday, July 17, 2019
Pre-proposal Meeting	None
Response Deadline	<b>Tuesday, August 6, 2019 by 2:00 PM</b>
Selection and Award	To be Determined
Lease Term Begins	March 1, 2020

**SECTION I - NOTICE OF REQUEST FOR PROPOSALS**

1.0 Notice of Request for Proposal (RFP)

Notice is hereby given that written proposals/bids will be received on Tuesday, August 6, 2019 by 2:00 PM, at the Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa 52404-8952 for the 2020 Farmland Cash Rent Lease.

1.1 RFP Timeline

Name of the Proposal	2020 Farmland Cash Rent Lease(s)
Date of Issuance	Wednesday, July 17, 2019
Pre-Proposal Meeting	None
Deadline for Proposal Submittal	Tuesday, August 6, 2019 by 2:00 PM
Recommendation for Award(s)	To be Determined
Submit Proposal to:	Office of the Airport Director The Eastern Iowa Airport 2515 Arthur Collins Parkway SW Cedar Rapids, Iowa 52404-8952
Method of Submittal	Mail or Overnight Delivery, In Person Fax proposals <b>are not</b> acceptable
Contact Person, Title	John Yeomans, AFM, Farm Manager
E-mail Address	<a href="mailto:jyeomans@farmersnational.com">jyeomans@farmersnational.com</a>
Phone/Fax Numbers	Phone: 319-325-3080 FAX: 319-644-8093

**SECTION II – INSTRUCTIONS TO PROPOSERS**

2.0 General Information

2.0.1 The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from qualified farm operators (also referred to as Operator or Proposer, herein), for the 2020 Farmland Cash Rent Lease.

2.1 Pre-Proposal Meeting

2.1.1 None.

2.2 Receipt and Opening of Proposals

2.2.1 Proposers must submit **one (1) original in a sealed envelope** to Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW Cedar Rapids, Iowa 52404-8952 by **2:00 PM on Tuesday, August 6, 2019**, in order to be considered.

2.2.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Operator.

2.2.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

2.2.4 Wherever requested throughout this document, a representative who is authorized to bind the Operator will sign on behalf of the Operator to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to

accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

- 2.2.5 Opening: There will be no “formal” proposal opening for this RFP. Proposals will be opened and evaluated after the proposal deadline.
- 2.2.6 Proposals will be evaluated promptly after opening. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 2.2.7 This RFP does not commit the Commission to make a cash rent lease award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

### 2.3 Incomplete Information

- 2.3.1 Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to “non-responsiveness.”

## SECTION III – SPECIAL TERMS AND CONDITIONS

### 3.0 General Information

The following terms applies to all cropland acres in this proposal:

- 3.0.1 Lease term is March 1, 2020 through February 28, 2021.
- 3.0.2 Cash rent payment due in full on, or before, March 1, 2020.
- 3.0.3 All crops shall be no-till planted as defined by the Linn County NRCS office.
- 3.0.4 All cropland shall be seeded with a cover crop prior to October 1, 2020. Successful bidder shall be responsible for all cover crop seed and application costs.
- 3.0.5 Fertilizer application dates apply as follows: March 1, 2020 to August 1, 2020.
- 3.0.6 ISU crop removal rates apply to all fertilizer applications based on estimated yield goal. Multiple crop year fertilizer applications are not allowed.
- 3.0.7 Waterways shall be mowed prior to June 30, 2020 and after harvest.
- 3.0.8 Roadsides, field edges, and other areas to be mowed as directed during the growing season and after harvest.
- 3.0.9 All noxious weeds shall be controlled. All other weeds removed as requested by lessor as necessary.
- 3.0.10 Lessee will remove and prevent volunteer trees and brush from growing along roadsides, field edges, conservation structures, and waterways.
- 3.0.11 Detailed crop input expenses shall be provided to farm manager.
- 3.0.12 Yield results shall be provided within two weeks of harvest to farm manager.
- 3.0.13 Any and all tracts shown on Attachment A are open for proposals. The Eastern Iowa Airport will review all combinations. Final selection process will be determined by the Cedar Rapids Airport Commission. Any and all proposals may be rejected by the Commission.
- 3.0.14 Successful bidder agrees to sign a lease prepared by Farmers National Company to be approved and signed by the Commission.
- 3.0.15 Lessor reserves the right to demand possession of all, or any portion, of the leased premises at any time before expiration of the lease for any purpose. In such event, lessor

shall pay reasonable damage for growing crop taken, an agreed value for work done on unplanted acreage, and rental for said land refunded.

- 3.0.16 Lessee understands rights granted through a farmland lease cannot be exercised in such a way to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
- 3.0.17 No seed, fertilizer, chemical, or other commercial advertising signs are to be displayed on airport property by lessee or farm input suppliers.
- 3.0.18 Lessee will agree to work with the Natural Resource Conservation Service (NRCS), and/or other government agency in developing and implementing a comprehensive nutrient management plan for lessor property.
- 3.0.19 Lessee will indemnify and save harmless the Cedar Rapids Airport Commission, The City of Cedar Rapids and their respective employees and vendors for and from all liability arising from lessee's negligence or damages of any nature.

## SECTION IV – METHOD OF EVALUATION

### 4.0 General Information

- 4.0.1 Any cash rent lease award(s) made are subject to prior approval by the Commission. Award(s) shall be made to the most responsible and responsive proposal from an Operator whose proposal offers the greatest value to the Commission with regard to the criteria detailed and the specifications set forth herein.
- 4.0.2 Proposal Evaluation Criteria - In general, proposals will be evaluated based on, but not limited to, the evaluation criteria stated below and the completeness, clarity, and content of the proposal.
  - Operator Qualifications and Experience
    - years of farming experience
    - total acres currently farming
    - list of farm machinery, size, manufacture, model number, year
    - knowledge and experience with soil conservation practices and projects
    - knowledge and experience working with public agencies
    - include landlord references
  - Proposed Cash Rent per Tract
  - Farm Manager interview at prospective Operator's farm shop/office (upon request)
  - Financial responsibility/stability (upon request)
    - Commission may execute option to interview Operator's lender
  - Operator's Responsiveness to RFP
- 4.0.3 Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award lease(s) to the Operator(s) offering services and experience that represents the best overall value to the Commission.
- 4.0.4 Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above.
- 4.0.5 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the Commission's requirements. Each prospective Operator is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.
- 4.0.6 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators.

## SECTION V – INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS

1. OPERATOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from OPERATOR'S obligations and activities.
2. Minimum coverage of insurance:
  - a. Worker's Compensation Insurance if required under the laws of the state where the Property is located;
  - b. Comprehensive General Liability Insurance, including Employer's Liability, with respect to OPERATOR'S use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$1,000,000 per occurrence. Operator may at the option of COMMISSION be required to name COMMISSION and the Agent as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under Operating Covenant 25(a) only;
  - c. Automobile Liability Insurance on all owned, non-owned, hired or Leased automotive equipment in conjunction with operations, in amounts not less than \$500,000 per occurrence; and
  - d. If required by COMMISSION, crop or crop/revenue insurance coverage. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all the OPERATOR'S employees carrying out the work involved in this lease.
3. Subcontractors: In the case of any work sublet, the OPERATOR shall require subcontractors and independent contractors working under the direction of either the OPERATOR or a subcontractor to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the OPERATOR.
4. Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. The OPERATOR shall be responsible for deductibles and self-insured retentions in the OPERATOR'S insurance policies.

## SECTION VI – GENERAL TERMS AND CONDITIONS

1. LANGUAGE, WORD USED INTERCHANGEABLY - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person, company, or OPERATOR submitting an offer to provide its goods or services to the COMMISSION.
2. PROPOSER QUALIFICATIONS - No Proposal shall be accepted from, and no lease will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the farmland operations proposal and that they have the necessary financial resources to provide the proposed farm operations as described in the RFP.
3. PROPOSAL FORM - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. SPECIFICATION DEVIATIONS BY THE PROPOSER - Any deviation from this specification MUST be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification

deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

5. COLLUSIVE PROPOSAL - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. BROCHURES – Not applicable.
7. SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will NOT be considered in awarding of Proposals.
8. PROPOSAL CHANGES - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. PROPOSAL PREPARATION COSTS – Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a lease with any of the proposers. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. HOLD HARMLESS AGREEMENT - The Proposer agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Proposer, its employees, subcontractors or any independent contractors working under the direction of either the Proposer or subcontractor in the performance of this contract.
11. ACCELERATED PAY DISCOUNTS – Not applicable.
12. AVAILABILITY OF FUNDS – Not applicable.
13. PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. PROPOSAL CURRENCY/LANGUAGE - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. PAYMENTS – Not applicable.
16. MODIFICATION, ADDENDA & INTERPRETATIONS - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. LAWS AND REGULATIONS - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. SUBCONTRACTING - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.

19. ELECTRONIC SUBMITTAL - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. MISCELLANEOUS - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Proposer's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the Commission.
22. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Proposer and the Commission may withhold any payments to the successful Proposer for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Proposer is determined.
24. PROPOSAL INFORMATION IS PUBLIC - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity.
25. PROPOSAL AWARD - Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award a lease to the Proposer offering a proposal that represents the best overall value to the Commission.

SECTION VII – PROPOSAL FORM

**REQUEST FOR PROPOSALS - 2020 FARMLAND CASH RENT LEASE**

In addition to the proposal stated below, I agree to the SPECIAL TERMS AND CONDITIONS outlined in SECTION III of the Request for Proposal.

\_\_\_\_\_  
 Name of Individual, Proposer, Operator, or Leasing Entity

Operators do not have to submit a proposal on all locations. Separate lease may be awarded for each location. **If not submitting a proposal on an individual tract, please write NOT INTERESTED.**

Parcel	Cash Rent Per Acre	Proposal Amount Stated in Words
Tract 1 (1A-1D)	\$	
Tract 2	\$	
Tract 3	\$	
Tract 4	\$	
Tract 5	\$	
Tract 6	\$	
Tract 7	\$	
Tract 8	\$	
Tract 9	\$	
Tract 10	\$	
Tract 11	\$	
Tract 12	\$	

**OPERATOR QUALIFICATIONS AND EXPERIENCE (Attached additional pages if necessary)**

Proposals will be evaluated based on the evaluation criteria listed in Section 4.0.2. Please list Operator's Qualifications and experience to include, but not limited to, the following items:

- years of farming experience
- total acres currently farming
- list of farm machinery, size, manufacture, model number, year
- knowledge and experience with soil conservation practices and projects
- knowledge and experience working with public agencies
- landlord references

**OPERATOR QUALIFICATIONS AND EXPERIENCE (Continued)**

**SECTION VIII – SIGNATURE PAGE**

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

We choose **NOT** to submit a proposal at this time, but would like to be considered for future projects.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If Operator has no exceptions/deviations, please write "No Exceptions" in the space below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GENERAL INFORMATION**

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

**FIRM CASH RENTAL RATE**

Offered cash rental rate shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted cash rental rate shall remain firm for the duration of the lease.

**ADDENDA - <http://flycid.com/rfp>**

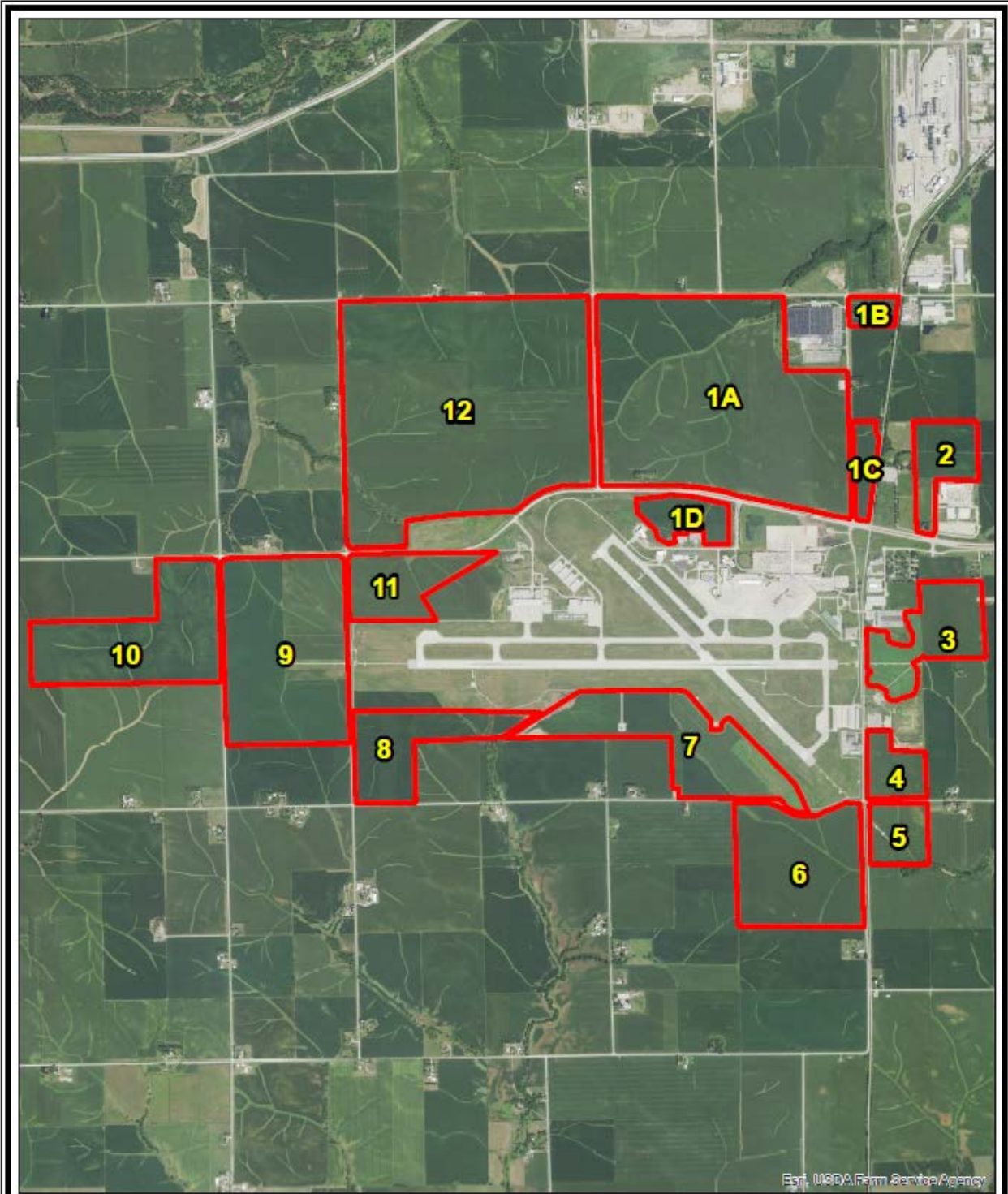
It is Proposer's responsibility to check for issuance of any addenda at the above website. The authorized representative hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

- DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL**
1. Proposal Form – See Section VII
  2. Signature Page – See Section VIII

ATTACHMENT A – TRACT MAP



**Farm #19013**  
**Eastern Iowa Airport**

Latitude: 41.8879°N  
Longitude: -91.7222°W  
Imagery Source: USDA NAIP  
Soil Data Source: USDA NRCS  
Boundaries Are Approximate

