

# **BIG BEND GROUNDWATER MANAGEMENT DISTRICT NO. 5**



## **REQUEST FOR PROPOSAL ("RFP")**

### **Farm Land Lease**

RFP No. 202407001

**Release Date: July 15, 2024**

# Table of Contents

Section 1 – Notice of Request for Proposals .....	3
1.1. Request for Proposal .....	3
1.2. Term .....	3
1.3. Schedule of Events .....	3
1.4. District Manager and Delivery Address .....	3
Section 2 – Instructions to Proposers .....	4
2.1. Proposer’s Minimum Requirements .....	4
2.2. Submission of Proposal .....	4
Section 3 – Conditions Governing the Procurement .....	6
3.1. RFP Procedural and Content Questions .....	6
3.2. Basis for Proposal .....	6
3.3. Proposal Terms and Conditions .....	6
3.4. Disclosure of Proposal Contents .....	7
3.5. Late Proposals .....	7
3.6. Signing of Proposals .....	7
3.7. Cost of Proposal .....	7
3.8. Ownership of Proposals .....	7
3.9. Disqualification or Rejection of Proposals .....	7
3.10. Right to Waive Irregularities .....	8
3.11. Withdrawal of Proposals .....	8
3.12. Amending of Proposals .....	8
3.13. Proposal Offer Firm .....	8
3.14. Proposer’s Qualifications .....	8
3.15. Exceptions to RFP Specifications .....	9
3.16. Consideration of Proposals .....	9
3.17. Termination of RFP .....	9
3.18. No Obligation .....	9
3.19. Recommendation for Award .....	9
3.20. Execution of Contract .....	10
3.21. Disputes .....	10
3.22. Right to Publish .....	10
3.23. Proposer’s Ethical Behavior .....	10

3.24. Quantities .....	10
3.25. Use of Subcontractors .....	10
3.26. Protest Procedure .....	11
3.27. Insurance Requirements .....	13
Section 4 – Scope of Lease .....	15
4.1. General Requirements .....	15
Section 5 – Proposal Format and Organization .....	19
5.1. General Instructions.....	19
5.2. Proposal Format.....	19
5.3. Proposal and Proposal Forms .....	19
5.4. Lease Agreement .....	19
Section 6 – Proposal Evaluation .....	20
6.1. Evaluation Committee .....	20
6.2. Evaluation Criteria .....	20
6.3. Evaluation Process.....	21
Section 7 – RFP Forms .....	23
Section 8 – Sample Agreement .....	30

# Section 1 – Notice of Request for Proposals

Date Issued: July 15, 2024

## 1.1. Request for Proposal

A. The Big Bend Groundwater Management District No. 5 (“District”) hereby issues this request for proposal (“RFP”). The District is seeking proposals from firms interested and qualified to enter into a Lease Agreement (also referred to herein as “Contract” or “Agreement”) for the lease of three parcels of agricultural crop land. The Proposers will be allowed to bid on all parcels or individual parcels.

## 1.2. Term

The term of this contract will be for one year, with an option to extend it for additional one-year periods, which may be exercised at the sole discretion of the District.

## 1.3. Schedule of Events

Date/Time	Events
July 15, 2024	Request for Proposal issued
July 22, 2024, 3:00 PM	Requests for Clarification from Proposers are due
July 26, 2024	Responses to Requests for Clarification posted via Addendum on the District's public website
<b>August 2, 2024, 3:00 PM</b>	<b>PROPOSALS DUE</b>
August 8, 2024	Recommendation/selection (tentative)
August 15, 2024	Projected Date Award of Contract
September 1, 2024	Anticipated Notice to Proceed

## 1.4. District Manager and Delivery Address

**Orrin Feril**

Big Bend Groundwater Management District No. 5  
125 S Main St  
Stafford, Kansas 67578  
Phone: (620) 234-5352  
[oferil@gmd5.org](mailto:oferil@gmd5.org)

# Section 2 – Instructions to Proposers

## 2.1. Proposer's Minimum Requirements

- A. The Proposer must have operated continuously for a minimum of two years as an established firm in leasing agricultural crop land. Proposer must submit the following with its proposal: documentation demonstrating the required experience as outlined above.
- B. The Proposer must not have any outstanding lawsuits, nor has the Proposer been involved in any lawsuits during the last five years, that may materially affect their ability to provide the services described herein. In addition, the Proposer must not currently be involved in litigation with the District nor has the Proposer been involved in litigation with the District during the last five years. The Proposer must provide information on any lawsuits that would materially affect your ability to provide the work with your proposal.
- C. The Proposer must not have any outstanding regulatory issues, nor has the Proposer had any regulatory issues during the last five years that may materially affect their ability to provide the services described herein. The Proposer must provide information on any outstanding regulatory issues that would materially affect your ability to provide the work with your proposal.
- D. The Proposer must provide references on the two-page "REFERENCES" form provided in the proposal. The Proposer must provide three current client references and three former client references (or as many current and former client references as Proposer has available) for which the same services have been provided. This information will be used to determine the extent to which the Proposer is able to provide the services described herein to the District, as well as the level of customer service exhibited by the Proposer.

## 2.2. Submission of Proposal

- A. **PROPOSER SHALL SUBMIT ITS PROPOSAL, AS INSTRUCTED HEREIN.** All proposals must be complete and accurate and in the District-approved format specified herein.
- B. The District requires that all proposals submitted be sealed, secret, unopened through the DUE DATE FOR PROPOSALS specified in this RFP.

**Therefore, proposals submitted directly to the District by facsimile machine or e-mail will be considered non-responsive and will be eliminated from consideration.**

- C. Proposals will be received before the date and time specified in this RFP. Without exception, proposals received on or after this deadline are late, shall be deemed non-responsive and shall not be considered.
- D. Proposers shall comply with the additional detailed instructions regarding submission of proposals found in this RFP.

# **Section 3 – Conditions Governing the Procurement**

## **3.1. RFP Procedural and Content Questions**

- A. Any Proposer requiring further clarification of the RFP procedures should submit specific requests for clarification to the District manager as described in this RFP.
- B. During a review of this RFP and in preparation of the proposal, certain errors, omissions, or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFP, questions should be submitted to the District manager as described in this RFP.
- C. All inquiries or requests regarding this RFP must be submitted to the District manager, or designee as specified in writing, and online, via the District's website:

<https://gmd5.org/request-for-proposals>

Use the electronic question submission feature specific to this RFP for Requests for Clarifications and questions. Such inquiries or requests must be submitted by the due date and time provided in this RFP. Other employees do not have the authority to respond for the District in writing and any attempt to question other employees regarding this RFP may result in the District disqualifying that Proposer. Only written responses from the District manager or designee will be binding with regard to inquiries requesting clarification or additional information. The District manager's written responses will be released simultaneously to all prospective Proposers.

- D. Addenda will be issued to address any submitted Request for Clarification and questions and answers along with any changes to the documents as a result of these clarifications.

## **3.2. Basis for Proposal**

Only the information contained in this RFP, questions and answers, addenda hereto and information supplied by the District in writing through the District manager should be used in the preparation of the Proposer's proposal.

## **3.3. Proposal Terms and Conditions**

With the proposal, the Proposer is committing to the terms and conditions proposed for inclusion in the final Agreement. Any concerns over the terms and conditions must be resolved during the proposal stage through the request for clarification question and answer process.

### **3.4. Disclosure of Proposal Contents**

Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary." **If such material is not conspicuously identified, then by submitting a proposal, the Proposer agrees that such material is considered public information.**

### **3.5. Late Proposals**

Without exception, proposals must be submitted before the DUE DATE FOR PROPOSALS. Proposals received on or after the time and date specified in this RFP are late and shall not be considered.

### **3.6. Signing of Proposals**

By submitting and signing a proposal, the Proposer indicates their intention to adhere to the provisions described in this RFP. **Proposals signed for a partnership** shall be signed in the Proposer's name by at least one general partner or designee. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's, vice president's, or designee's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the board of directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

### **3.7. Cost of Proposal**

This RFP does not commit the District to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

### **3.8. Ownership of Proposals**

All documents submitted in response to this RFP shall become the property of the District.

### **3.9. Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the District;



3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the District;
4. The Proposer lacks financial stability;
5. The Proposer has failed to perform under previous or present contracts with the District;
6. The Proposer has failed to use the District's approved forms;
7. The Proposer has failed to adhere to one or more of the provisions established in this RFP;
8. The Proposer has failed to submit its Proposal in the format specified herein;
9. The Proposer has failed to submit its Proposal before the deadline established herein;
10. The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process; or,
11. The Proposer has failed to provide a detailed cost summary in the proposal if required.

**3.10. Right to Waive Irregularities**

Proposals shall be considered "irregular" if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. The District manager reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right may be exercised at the sole discretion of the District manager.

**3.11. Withdrawal of Proposals**

Proposals may be withdrawn prior to the exact hour and DUE DATE FOR PROPOSALS.

**3.12. Amending of Proposals**

A Proposer may amend a proposal prior to the exact hour and DUE DATE FOR PROPOSALS.

**3.13. Proposal Offer Firm**

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS and if awarded a contract, the proposal then remains firm for the duration of the contract.

**3.14. Proposer's Qualifications**

The District may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The District manager will reject the proposal of any Proposer who is not a responsible Proposer.

### **3.15. Exceptions to RFP Specifications**

Although the specifications in the following sections represent the District's anticipated needs, there may be instances in which it is in the District's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Proposer make clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. ***Therefore, when allowed, exceptions, conditions, or qualifications to the provisions of the District's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as a Request for Clarification during the proposal process. If the Proposer does not make clear that an exception is being taken and receive approval to take such exception, the District will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.***

### **3.16. Consideration of Proposals**

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the District, the District reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the District. Should the District require clarification from the Proposer, the District shall contact the individual named as the organization's contact person. Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the Evaluation Committee. The District may elect to conduct post-submission reference checks, Proposer interviews or best and final offers with any Proposers that are not eliminated based on their proposal.

### **3.17. Termination of RFP**

The District reserves the right to cancel this RFP at any time. The District reserves the right to reject any or all proposals submitted in response to this RFP.

### **3.18. No Obligation**

In no manner does this RFP obligate the District, or any of its agencies, to the eventual services offered until confirmed by an executed written Contract.

### **3.19. Recommendation for Award**

District staff may recommend to the District Manager that award be made to the Proposer(s) whose proposal is determined by the District to be the most advantageous ("Best Value") to the District.

**3.20. Execution of Contract**

The District Manager, or designee, may authorize award of the Contract to the successful Proposer(s) and will designate the successful Proposer(s) as the District's provider(s). The District will require the Proposer(s) to sign the documents necessary to enter into the required Contract with the District and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the District without the authorization of the District Manager, or designee, and until it has been approved by the District's attorney.

**3.21. Disputes**

In the case of any doubt, or difference of opinion, with regard to the items to be furnished by a Proposer, or the interpretation of the provisions of this RFP, the decisions of the District shall be final and binding upon all parties.

**3.22. Right to Publish**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

**3.23. Proposer's Ethical Behavior**

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with District board members or other District officials between the date this RFP is released to the public and the date a contract is executed by the District Manager or designee. Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the District Manager or designee. **Please complete and sign the Ethical Behavior form and return it with your proposal.**

**3.24. Quantities**

Any quantities that may be described herein are estimates and do not obligate the District to order, or accept, more than the District's actual requirements during the term of any Contract, nor do the estimates limit the District to ordering less than its actual needs during the term of any Contract, subject to availability of appropriated funds.

**3.25. Use of Subcontractors**

The Proposer may use subcontractors in connection with the work performed if awarded a contract. In using subcontractors, the Proposer is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Proposer. All requirements set forth, as

part of the Contract, are applicable to all subcontractors and employees to the same extent as if the Proposer and employees had performed the services.

### **3.26. Protest Procedure**

- A. These procurement protest procedures are applicable to procurement of goods or services by the District including where federal funds are used in whole or in part. These protest procedures are also made applicable to recipients awarded a grant of federal funds through the District who intend to provide such funds to subrecipients pursuant to an approved plan, project, or activity. This protest process does not create any due process rights but is intended to allow bidders/proposers to raise concerns regarding actions taken pertaining to a bid or other form of competitive solicitation.
- B. The District's board of directors has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the District of an alleged deficiency, or filing a protest, are listed below. If you fail to comply with any of these requirements, the District's board of directors may dismiss your complaint or protest.

#### **C. GROUND FOR PROTEST**

Only protests alleging an issue concerning the following subjects will be considered:

- 1. Violation of local, state, or federal regulation.
- 2. Issues with the solicitation document that creates an unfair advantage or unlevelled playing field.
- 3. Errors in computing the tabulation or evaluation of a bid or proposal.
- 4. Discrepancies with material differences or quality of items or services.

#### **D. PROTEST PROCESS**

- 1. **Prior to Bid/Proposal Due Date** – If you are a prospective Bidder/Proposer and you become aware of the facts regarding what you believe is a deficiency in the solicitation, or solicitation process, before the Due Date for receipt of bids/proposals, you must notify the District in writing of the alleged deficiency no later than five days before the Due Date for bids/proposals, giving the District an opportunity to resolve the situation prior to the bid/proposal Due Date.
- 2. **After Bid/Proposal Due Date** – If you submit a bid/proposal to the District and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest

the solicitation process, or the recommended award as follows:

- a. You must file written notice of your intent to protest within five calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - b. You must file your written protest within seven calendar days of the date that you notified the District of your intent to protest.
  - c. You must submit your protest in writing and must include the following information:
    - i. your name, address, telephone, and fax number; and
    - ii. the solicitation number; and
    - iii. a detailed statement of the factual grounds for the protest, including copies of any relevant documents; and
    - iv. signature of the protestor and its representative and evidence of authority to sign; and
    - v. the form of relief requested.
  - d. Your protest must be concise and presented logically and factually to help with the District's review.
  - e. When the District receives a timely written protest, the District manager will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the District will notify you of that decision in writing.
3. **Informal Protest Hearing** – The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give the protestor a chance to present the case, it is not an adversarial proceeding. The protestor may bring a representative or anyone else that will present information to support the factual grounds for the protest to the hearing.
  4. **Protest Decision** – A written decision will usually be made within 15 calendar days after the hearing. The District will send a copy of the hearing decision after the appropriate District staff has reviewed the decision.
  5. **Exceptions; Restrictions** – When a protest is filed, the District usually will

not make an award until a decision on the protest is made. However, the District will not delay an award if the District manager determines that:

- a. the District urgently requires the supplies or services to be purchased, or
- b. failure to make an award promptly will unduly delay delivery or performance.

In those instances, the District will notify the protestor and make every effort to resolve your protest before the award.

6. **Federal Agency Review** – Every protestor must exhaust all administrative remedies with the District as are provided in this Protest Procedure before pursuing a protest to the appropriate federal agency. Reviews of protests by the federal agency are limited to:

- a. violations of federal law or regulations and the standards set out in the relevant regulations (44 CFR § 13.36.10, 24 CFR § 85.36(b)(12), 24 CFR § 84.41 or as otherwise may be applicable); and
- b. violations of the District's Protest Procedures for failure to review a complaint or protest.

Any protests received by the federal agency other than those specified above will be referred to the District for handling and resolution.

### 3.27. Insurance Requirements

#### LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the District. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the District's Manager one (1) copy of the Certificate of Insurance, with applicable policy endorsements, showing the following minimum coverage by an insurance company(s) acceptable to the District's Manager. The District must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL, and WC if applicable. **Endorsements** must be provided with a Certificate of Insurance. Project name

and/or number must be listed in the Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence – aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Broad Form Property Damage 7. Personal Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

- C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

# Section 4 – Scope of Lease

## **4.1. General Requirements**

Big Bend Groundwater Management District No. 5 possesses agricultural crop land. A significant portion of the land remains unimproved and available for agricultural use. Out of 279.52 acres, approximately 222.68 acres are tillable and approximately 53.84 acres are restricted from use. Parcel descriptions are shown in Exhibit A.

### **A. Production agriculture land**

The land is divided between seven parcels as shown in Exhibit A.

1. **RSC01** – approximately 79.50 acres of land known as the South half of the Northwest quarter of 03-24S-11W in Stafford County with approximately 65.77 tillable acres.
2. **RSC03** – approximately 40.11 acres of land known as the South half of the North half of the Southwest quarter of 11-24S-11W in Stafford County with zero tillable acres.
3. **RSC07** – approximately 156.91 acres of land known as the Northwest quarter of 24-23S-11W in Stafford County with approximately 156.91 tillable acres.

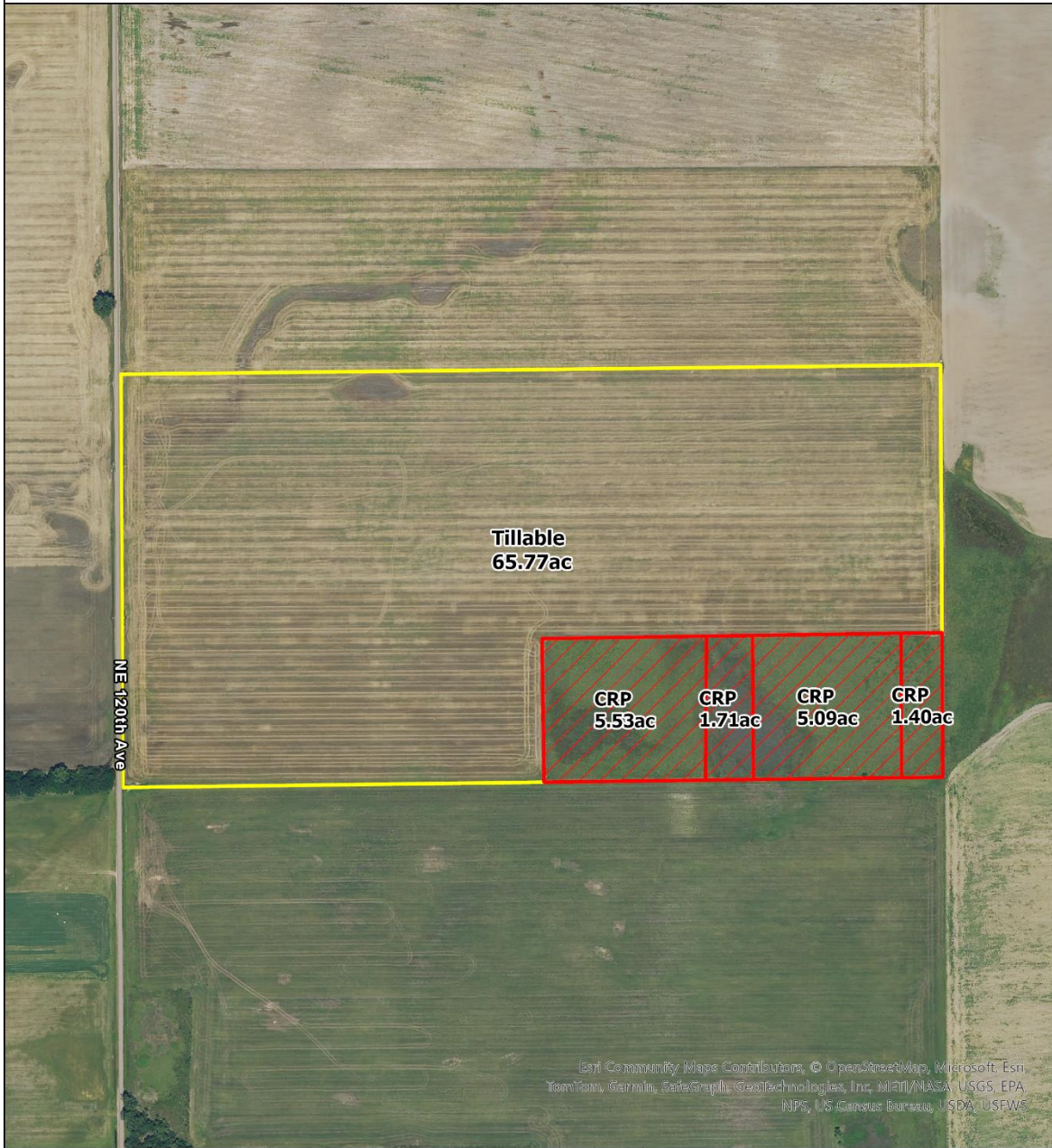
### **B. Agricultural land restriction**


1. **RSC01** – approximately 79.50 acres of land known as the South half of the Northwest quarter of 03-24S-11W in Stafford County with approximately 13.73 restricted acres.
2. **RSC03** – approximately 40.11 acres of land known as the South half of the North half of the Southwest quarter of 11-24S-11W in Stafford County with approximately 40.11 restricted acres.
3. **RSC07** – approximately 156.91 acres of land known as the Northwest quarter of 24-23S-11W in Stafford County with approximately zero restricted acres.



# Exhibit A Parcel Descriptions

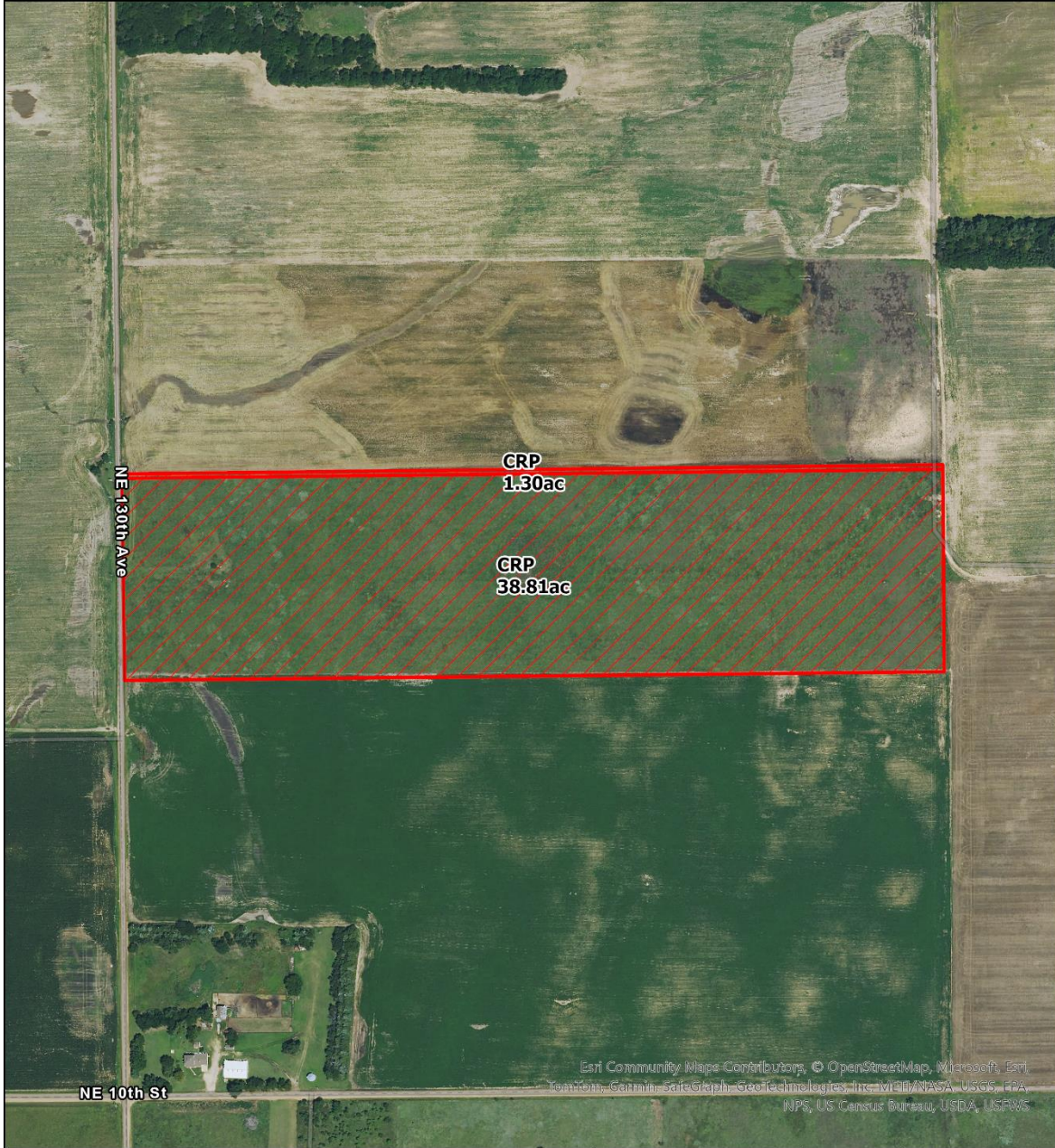
## Farm Lease & Management Agreement S2 NW quarter of Section 3 - Township 24S - Range 11W



<p><b>Legend</b></p> <p> Creek    Restricted    Tillable</p>	<p>1:5,000</p> <p>0   287.5   575</p> <p>Feet</p> 		<p>Exhibit A Parcel: RSC01</p> <p>4/17/2024</p>
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# Farm Lease & Management Agreement

S2 N2 SW quarter of Section 11 - Township 24S - Range 11W



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<h3>Legend</h3> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Creek         </div> <div style="text-align: center;">  Restricted         </div> <div style="text-align: center;">  Tillable         </div> </div>	<p>1:5,000</p> <p>0 287.5 575 Feet</p>		<p>Exhibit A Parcel: RSC03</p> <p style="font-size: x-small;">4/17/2024</p>
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# Farm Lease & Management Agreement

NW quarter of Section 24 - Township 23S - Range 11W



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<b>Legend</b>		1:5,000 0 287.5 575 Feet			Exhibit A Parcel: RSC07
	Restricted  Tillable				
4/17/2024					

# **Section 5 – Proposal Format and Organization**

This section provides specific instructions on the format and organization of the proposal to be submitted by the Proposer. Each Proposer may submit only one proposal in a totally self-supporting format without reference to any other proposal(s).

## **5.1. General Instructions**

- A. To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH ITEM IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below.
- B. The Proposer shall provide one written before the DUE DATE FOR PROPOSALS.

## **5.2. Proposal Format**

- A. This section outlines the minimum requirements for preparation and presentation of a proposal.
- B. **The Proposer shall define the capabilities of their organization to lease agricultural land as requested in this RFP. The response should be specific and complete in every detail and prepared in a simple and straightforward manner.**
- C. Proposers are expected to examine the entire RFP including all specifications, standard provisions, instructions, and attachments. Failure to do so will be at the Proposer's risk. Proposers should provide their best pricing for the services set out herein.
- D. Proposals shall be in at least 11 pt., easily readable, font and bound in a manner that allows the proposals to be disassembled.

## **5.3. Proposal and Proposal Forms**

- A. Bid forms filled out to the best of the applicant's knowledge.

## **5.4. Lease Agreement**

A sample LEASE AGREEMENT is attached hereto so that the successful Proposer will be required to sign a similar agreement. With the exception of certain terms and conditions which may be modified by the District to conform the Contract prior to final execution of the Contract.

# Section 6 – Proposal Evaluation

The District will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in the Proposal Format and Organization Section, and the Evaluation Criteria Section of this RFP. Failure to comply with the instructions or submission of a proposal that does not satisfy these Sections may result in the proposal being deemed non-responsive and may, at the discretion of the Committee, as defined below, result in the proposal being eliminated from further consideration.

## 6.1. Evaluation Committee

An Evaluation Committee ("**Committee**") will be established to assist the District in selecting a qualified Proposer. The Committee will be comprised of members of the board of directors. This Evaluation Committee will then recommend the top proposer to the District Manager and board of directors.

## 6.2. Evaluation Criteria

- A. **Minimum Qualifications:** This area will be scored on a pass-fail basis. Firms not meeting the minimum qualifications will not continue in the process. To be considered, the proposers must have the required experience, licensing, lack of litigation and regulatory issues and provide adequate references.
- B. Each qualified proposer will then be ranked on the basis of the following: **EVALUATION CRITERIA**. To determine an overall ranking, the relative rankings will be weighted according to the following:

### Weighted Criteria

**The following criteria will be used to evaluate the proposals:**

Evaluation Criteria	Criteria Weight
<b>Minimum Qualifications</b> <ul style="list-style-type: none"> <li>• Required two years in business</li> <li>• No outstanding lawsuits during last 5 years or current litigation with the District during last 5 years</li> <li>• No outstanding regulatory issues last 5 years</li> <li>• References Provided for firm</li> </ul>	<b>Pass/Fail</b>
<b>Technical Proposal</b>	<b>50 Points</b>
Firms' Experience (20 points) <ul style="list-style-type: none"> <li>• Experience on lease of similar scope and complexity</li> <li>• Demonstrated capability/capacity on comparable projects</li> <li>• Past Performance and Reference Checks</li> </ul>	

Understanding of Farm Lease terms (20 points)	
<ul style="list-style-type: none"> <li>• Demonstrated understanding of scope of lease</li> <li>• Demonstrated understanding and experience with similar service with a public agency</li> </ul>	
<b>Price</b>	<b>50 Points</b>

- C. Price – Provide a per acre rate for each location. A pricing sheet has been provided for use. Per acre rate should be all inclusive of all costs necessary to meet the requirements outlined in this RFP. The Proposer with the highest price will receive all 60 points and all other Proposers will receive a proportional share of the points based on the ratio of their price to the highest price provided.

The Proposer's failure to provide information relative to the above criteria may result in the District deeming such proposal non-responsive and may, at the sole discretion of the Committee, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluations and measurements of the proposals as may be necessary to make an informed decision.

### 6.3. Evaluation Process

The process outlined below is followed to allow the District to get a well-qualified firm, or firms, for the best value for the District to complete these services. Care is taken by the District Manager to make sure the process is adhered to by the Evaluation Committee. Proposals are scored by each evaluator independently to avoid group think or influence between Committee members. **Strict adherence to the process by all parties participating in this solicitation will assure that proposers are treated fairly, time and expenses to propose are minimized, and the qualified proposer providing the best value for each parcel shall be awarded a contract.**

**Step 1 Minimum Requirements Review** – Proposals will be screened for minimum requirements. Only those firms meeting the minimum requirements on a pass/fail basis will be allowed to continue in the process.

**Step 2 Technical Proposal Review** – Proposals will be evaluated by the Evaluation Committee based on the criteria list in this RFP. Scores from all evaluators will be averaged and tabulated to form a ranking from highest to lowest scoring proposers. If any natural breaks or gaps exist in the ranking, only the highest-ranking proposers will be invited for interviews. If the natural break does not allow for adequate competition, the District may include the next grouping of proposers to enter the interview phase to allow adequate competition to occur. If no natural breaks exist, the District may interview the entire group.

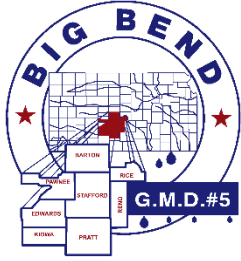
**Step 3 Pricing** – Only after a determination has been made about the firms most qualified to provide the services needed will the pricing be evaluated. Pricing

proposals will be opened for qualified firms and the pricing scores will be evaluated and points distributed on a prorated basis with the highest priced firm receiving the maximum pricing points. These pricing points will be added to the Technical Proposal for a final ranking.

**Step 4 Selection** – The proposer with the highest number of overall points will be recommended for the award. Should the highest-ranking firm be over budget, the District reserves the right to issue a Best and Final Pricing Proposal form to Proposers that passed Step 2 for further evaluation. Proposers will be notified at this point of their standing and offered an opportunity for a debriefing after the award is complete.

# **Section 7 – RFP Forms**





# BIG BEND GROUNDWATER MANAGEMENT DISTRICT NO. 5 Pricing Form

RFP No. 202407001  
Farm Land Lease

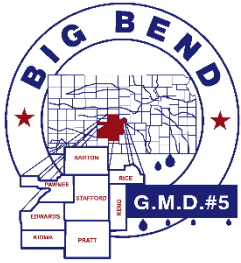
DATE: \_\_\_\_\_

\_\_\_\_\_  
PROPOSER

\_\_\_\_\_  
AUTHORIZED SIGNATURE

1. Refer to “Instructions to Proposers” and Contract Terms and Conditions before completing proposal. Proposer can propose one or more line items.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
  - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices.
  - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with District office is current and true.
  - c. Proposer has incorporated any changes issued through Addenda to the RFP in this pricing.

ITEM	PARCEL	ACRES (TILLABLE)	\$ PER ACRE (TILLABLE)	ACRES (RESTRICTED)	\$ PER ACRE (RESTRICTED)	LEASE PAYMENT
1	RSC01	65.77		13.73		
2	RSC03	0.00		40.11		
3	RSC07	156.91		0.00		
TOTAL						



# REFERENCES

**RFP No. 202407001**  
**Farm Land Lease**

<b>Current Client Reference 1</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Current Client Reference 2</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Current Client Reference 3</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Former Client Reference 1</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Former Client Reference 2</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Former Client Reference 3</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	



# BIG BEND GROUNDWATER MANAGEMENT DISTRICT NO. 5 DISCLOSURE OF INTEREST

**RFP No. 202407001**  
**Farm Land Lease**

The District requires all persons or firms seeking to do business with the District to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: \_\_\_\_\_  
P. O. BOX: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM IS: 1. Corporation  2. Partnership  3. Sole Owner   
4. Association  5. Other

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach a separate sheet.

1. State the names of each "employee" of the District having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the District having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the District having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the District who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____

## **FILING REQUIREMENTS**

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any District official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the District official, employee or body that has been requested to act in the matter, unless the interest of the District official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the District Administrative Assistant.

## **CERTIFICATION**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the District as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of  
Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

## **DEFINITIONS**

- a. "Board member." A member of the governing body of the groundwater management district as defined by K.S.A. 82a.1021.
- b. "Economic benefit." An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the District including part-time employees and employees of any corporation created by the District.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The District Manager, officer of the board of directors of the District.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the District for the purpose of professional consultation and recommendation.



# BIG BEND GROUNDWATER MANAGEMENT DISTRICT NO. 5 ETHICAL BEHAVIOR FORM

RFP No. 202407001

Farm Land Lease

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with District staff or other District officials between the date this RFP is released to the public and the date a Contract is executed by the District Manager or designee. **Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the District Manager or designee.**

Indicate your written assurance that your Firm's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Firm's RFP response.

I, \_\_\_\_\_ confirm no officers, employees, and/or agents will attempt to lobby or influence a vote or recommendation related to the Firm's RFP response; directly or indirectly, through any contact with the District staff or other District officials between the RFP submission date and award by the District.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

# Section 8 – Sample Agreement

## FARM LEASE AGREEMENT

**THIS FARM LEASE AGREEMENT** (this "Lease") is entered into this \_\_\_\_\_, 2024, by and between the BIG BEND GROUNDWATER MANAGEMENT DISTRICT NO. 5, a Kansas groundwater management district ("District"), and [FARM OPERATOR] ("Lessee"), a \_\_\_\_\_, in consideration of the mutual covenants contained in this Lease.

1. **PREMISES.** The District hereby leases to Lessee approximately \_\_\_\_\_ acres, more particularly described on "Attachment A," which is attached to this Lease and incorporated by reference in this Lease as if it were set out here in its entirety, and as shown in the map referenced as "Attachment B", which is attached to this Lease and incorporated by reference in this Lease as if it were set out here in its entirety (the "Premises"). The Premises is limited to the legal description provided in and the restrictions shown in on Attachment A.

2. **PERMITTED USE.** Lessee may use the Premises for the farming of crops and for no other purpose. The Lessee shall use the Premises in accordance with "Exhibit 1," the Request for Proposals, and "Exhibit 2," the Lessee's submitted proposal, which exhibit are incorporated by reference in this Lease as if set out here in their entirety.

3. **LEASE TERM; RENEWAL.** This Lease is for a one-year term beginning \_\_\_\_\_, and ending at midnight on \_\_\_\_\_, subject to prior termination as set out in this Lease. For annual lease payment purposes, \_\_\_\_\_ of every succeeding calendar year following the execution of this Lease is deemed the anniversary date of the Lease ("Anniversary Date"). The Lease may be renewed for an additional one-year term upon prior written agreement of the Parties. If the Lease is renewed, the Lease Payment, as defined below, will be due each year thereafter on or before \_\_\_\_\_.

#### 4. LEASE PAYMENT.

A. Lessee shall pay the District an annual lease payment of \_\_\_\_\_ which is based on \_\_\_\_\_ per acre x \_\_\_\_\_ tillable acres plus \_\_\_\_\_ per acre x \_\_\_\_\_ restricted acres ("Lease Payment"). The first Lease Payment is due upon execution of this Lease and subsequently thereafter on or before each Anniversary Date without notice or demand and without abatement, deduction, offset or set off.

B. The Lease Payment must be delivered or mailed to:

Big Bend Groundwater Management District No. 5  
125 S Main St  
Stafford, Kansas 67578

C. Any Lease Payment(s) are not refundable if this Lease is terminated prior to completion of its full one-year term.

D. In the event Lessee holds over beyond the expiration of the term herein provided with the consent, express or implied, of the District, any such holdover is a tenancy at sufferance and such holdover period will only be from month-to-month and subject to

the conditions of this Lease. Lessee acknowledges and agrees in advance that any such holdover does not constitute a renewal of this Lease, and any holdover period is subject to Lessee's payment of a monthly rental amount equal to one hundred fifty percent (150%) of 1/12 of the last annual Lease Payment.

5. **GOVERNMENT FARM PROGRAMS.** Lessee may receive 100% of any farm program payments for Premises and its production. The Premises shall not be enrolled in any Conservation Reserve Program without prior written approval from the District.

6. **ACCEPTANCE OF PREMISES DISCLAIMER.**

**A. LESSEE ACKNOWLEDGES THAT IT IS LEASING THE PREMISES "AS IS, WHERE IS" WITH ALL FAULTS AS MAY EXIST ON THE PREMISES AND THAT NEITHER THE DISTRICT, NOR ANY EMPLOYEE OR AGENT OF THE DISTRICT, HAS MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. LESSEE HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, AND DAMAGES BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS LEASE.**

**B. LESSEE ACKNOWLEDGES AND AGREES THAT, UPON LESSEE'S REQUEST PRIOR TO THE EXECUTION OF THIS LEASE, LESSEE HAS BEEN PROVIDED, TO ITS SATISFACTION, THE OPPORTUNITY TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH LESSEE INTENDS TO USE THE PREMISES AND IS RELYING ON ITS OWN INSPECTION.**

**C. LESSEE ACKNOWLEDGES THAT ANY AND ALL STRUCTURES AND IMPROVEMENTS, IF ANY, EXISTING ON THE PREMISES ON THE COMMENCEMENT DATE OF THIS LEASE ARE ACCEPTED "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY THE DISTRICT WITH RESPECT TO SUCH STRUCTURES AND IMPROVEMENTS. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION BY DISTRICT WITH RESPECT TO ANY EXISTING STRUCTURES OR IMPROVEMENTS BUT IS RELYING ON LESSEE'S EXAMINATION OF THE SAME.**

**D. THE DISTRICT MAKES NO WARRANTIES TO TITLE TO THE PREMISES AND DOES NOT GUARANTEE LESSEE'S QUIET POSSESSION OF THE SAME. THIS LEASE AND THE RIGHTS AND PRIVILEGES GRANTED LESSEE IN AND TO THE PREMISES ARE SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD OR APPARENT. LESSEE ACKNOWLEDGES THAT THE DISTRICT DOES NOT OWN ALL MINERAL, GAS AND SUBSURFACE RIGHTS TO THE PREMISES, AND LESSEE IS SUBJECT TO ANY EXPLORATORY AND PRODUCTION RIGHTS OF THE SUBSURFACE ESTATE OWNERS AND WHICH COULD PRODUCE DAMAGES TO LESSEE'S LEASEHOLD. NOTHING CONTAINED IN THIS LEASE MAY BE CONSTRUED TO IMPLY THE CONVEYANCE TO LESSEE OF RIGHTS IN THE PREMISES THAT EXCEED THOSE OWNED BY THE DISTRICT OR AS EXPRESSLY SET FORTH IN THIS LEASE.**

**E. THE PROVISIONS OF THIS SECTION 5 SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

7. **USE, MAINTENANCE AND REPAIR.**



A. Lessee shall take good care of the Premises and its appurtenances and shall allow the same to suffer no waste. Lessee shall keep the Premises in good condition and repair at Lessee's own expense. Lessee shall observe and obey all applicable federal, state, and local laws, rules, and regulations and all rules set out by the District for the operation of the Premises. At the expiration of this Lease, Lessee shall surrender the Premises in as good a condition as the same are now in, natural wear and tear and damage from the elements only excepted. Lessee will not permit any alcoholic beverages on the Premises. Lessee agrees to conduct all of Lessee's operations on the leased premises in a reasonable, efficient, and prudent manner.

B. Without limiting the foregoing, Lessee specifically agrees:

- 1) Chemical Notification. The use of all agricultural chemicals, fertilizers, and pesticides will be in a lawful, safe, and prudent manner.
- 2) Pasturing Livestock. Lessee shall not be permitted to pasture livestock on the Premises without prior written approval of the District.

**8. FEES, TAXES & UTILITIES.** Lessee shall pay, if applicable to Lessee's leasehold interest and Lessee's use and business operations at the Premises, all ad valorem taxes, personal property taxes, licenses, and all other fees and taxes required to be paid during this Lease. Lessee shall pay, at its sole cost and expense, all taxes, fees, and charges on or prior to the due date.

**9. INSURANCE.**

A. Coverages. Lessee must obtain and keep in force during the term of this Lease insurance policy or policies in the amounts and with the types of insurance coverages set out in the attached "Attachment C," which attachment is incorporated by reference as if fully set out here in its entirety.

B. Failure of Lessee. Failure of Lessee to procure and maintain the required insurance coverages constitutes a material breach of the Lease, upon which, the District may immediately terminate this Lease if Lessee does not furnish proof of the required insurance coverages to the District within 10 days of written notice to Lessee.

C. Insurance Coverage Adjustments. The types and amounts of insurance coverage specified in the Lease is subject to adjustment by the District Manager on the Anniversary Date of the Lease. Notice of any such required adjustment(s) will be provided to Lessee not less than 30 days prior to the Anniversary Date.

**10. DAMAGE TO DISTRICT OR FRANCHISEE IMPROVEMENTS.** Lessee must pay for all damages to the District or to franchisee utility lines and equipment located on the Premises caused by Lessee's use of the Premises and must replace all lines or equipment injured or destroyed as a result of Lessee's farming and agricultural operations. If damage occurs to any electrical, water conveyance or water line ("District Improvements"), or to any District equipment located on the Premises, the District's representative will determine the extent of damage and amount of repairs and/or replacement needed to the District Improvements, and, as determined by the District's representative, a District approved contractor will be engaged and immediately allowed to make all necessary repairs and/or replacements at Lessee's expense. A franchisee whose franchisee improvements are damaged will follow the same process as set out for damage to District Improvements. All costs incurred by the District (including labor and materials) associated

with the repairs and/or replacement of the lines and equipment must be paid by Lessee within thirty (30) days of invoice therefore and shall reimburse the District (or franchisee, as the case may be) for any reasonable amount paid and any expense or contractual liability so incurred upon invoice; any late payment by Lessee hereunder shall be subject to a penalty equal to eight percent (8.0%).

**11. ASSIGNMENT AND SUBLEASING.** Lessee shall not at any time, without the express prior written consent of the District, assign, sublease, transfer, permit, or participate in any assignment of this Lease or any of the rights, powers, or privileges granted under this Lease.

**12. HUNTING.** This Lease does not grant Lessee any rights to hunt on the Premises, and Lessee may not hunt nor allow any other parties to hunt on the Premises without the express written consent of the District.

**13. NO DEBTS.** Lessee shall not incur any debts or obligations on the credit of the District during the term of this Lease, nor shall Lessee mortgage, pledge, transfer, encumber or convey this Lease or the Premises. Lessee will keep the Premises free from any mechanics', materialmen's, designers', or other liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee or any person or entity claiming by, through or under Lessee.

**14. NOTICES.**

A. All notices, demands, requests or replies provided for, or permitted by, this Lease must be in writing and delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the U.S. Postal Service as certified mail, return receipt requested, postage prepaid; or (3) by deposit with an overnight express delivery service, and sent to the following address:

If to District:

Big Bend Groundwater Management District No. 5  
125 S Main St  
Stafford, Kansas 67578

If to Lessee:

Farm Operator Attn:  
Address  
City, State Zip Phone:

B. Notice deposited with the U.S. Postal Service in the manner described above will be deemed effective two business days after deposit, postage prepaid. Notice by overnight express delivery service will be deemed effective one business day after delivery to the overnight express carrier, with proof of receipt.

C. Either party may notify the other, in the manner described above, of a change of address. Any such change of address must be sent within 10 days of the effective date of the change.

**15. INDEMNITY. LESSEE WILL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE DISTRICT, ITS OFFICERS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT**

OF PERSONAL INJURIES (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER WHICH MAY ARISE OUT OF OR IN ANY MANNER BE CONNECTED WITH, OR IS CLAIMED TO ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH, THE PERFORMANCE OF THIS LEASE BY LESSEE. LESSEE SHALL, AT LESSEE'S OWN COST AND EXPENSE, INVESTIGATE ALL SUCH CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE DISTRICT'S ATTORNEY, PAY ALL CHARGES OF ATTORNEYS, AND PAY ALL OTHER COSTS AND EXPENSES OF ANY KIND, INCLUDING EXPERT WITNESS FEES, ARISING FROM ANY SUCH LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, AND ACTIONS. LESSEE SHALL INDEMNIFY ANY INDEMNITEES FROM ANY DAMAGES AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND EXPENSES OF LITIGATION) SUFFERED BY THE INDEMNITEES OR ANY ONE OR MORE OF THEM TO THE EXTENT THAT THOSE DAMAGES AND EXPENSES RESULTED FROM ANY ACT OR OMISSION OF LESSEE (INCLUDING WITHOUT LIMITATION A FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS HEREIN) THAT COMPROMISED THE INDEMNITEES' ABILITY TO RELY ON ANY LIMITATION OF LIABILITY OTHERWISE AVAILABLE UNDER THE KANSAS TORTS CLAIMS ACT (K.S.A. § 75-6101 ET SEQ.).

**16. DEFAULT AND TERMINATION.**

A. If Lessee defaults in the performance of any of the promises or covenants contained herein, District may terminate this Lease following written notice to Lessee of the default and a twenty (20) day right to cure such default. Upon the occurrence of any uncured event of default, the District may, at its option, in addition to any other remedy or right given hereunder or by law or equity, give notice to Lessee that this Lease terminates upon the date specified in the notice. Once terminated, the District has the right, without further notice to Lessee, to re-enter the Premises and remove all persons therefrom without being deemed guilty in any manner of trespass and also without prejudice to any remedies against Lessee for arrears of rent or breach of covenant.

B. In the event that any rent is due and unpaid under the Lease, the District may resume possession of the Premises and relet the same for the remainder of this Lease term at the best rent the District may obtain, for the account of the Lessee, who must pay any resulting deficiency; and the District will have a lien as security upon all crops, goods, wares, chattels, implements, fixtures, furniture, tools, and other personal property which are located or were placed on the Premises, which lien is cumulative of and in addition to any statutory landlord's lien created by law.

C. In the event Lessee has paid the full cash rent at the start of the Lease or any applicable annual Anniversary Date, Lessee shall have the right to harvest any existing crops that have been planted prior to the termination of the Lease.

D. The failure of District or Lessee to insist on strict performance of any of the terms, covenants, or conditions of this Lease is not a waiver of any right or remedy that District or Lessee may have and is not a waiver of the right to require strict performance of all the terms, covenants and conditions of the Lease thereafter nor is deemed to be a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of the Lease.

**17. REMOVAL OF PERSONAL PROPERTY.** It is Lessee's responsibility to remove personal property of every kind and type from the Premises prior to termination or expiration of the Lease. Lessee agrees that any personal property remaining on the Premises after the termination or expiration

of the Lease automatically becomes the District's property without any further notice, action, or process of law for disposition by the District, as the District deems appropriate, in the District Manager's sole discretion, without compensation to Lessee. Lessee shall also be invoiced for the District's costs to remove Lessee's personal property from the Premises after termination or expiration of the Lease, and Lessee shall pay the invoice within 30 days of receipt.

**18. CONDITION OF PROPERTY UPON EXPIRATION OR TERMINATION.** Lessee covenants and agrees that, upon expiration or any earlier termination of this Lease, however caused, Lessee shall quit and surrender the Premises and perform all repairs reasonably necessary to restore the Premises to the same condition it was in at the time this Lease was entered into, reasonable wear and tear, acts of God, fire and flood damage or destruction where Lessee is without fault, excepted.

**19. RIGHTS OF THE DISTRICT.**

A. The District reserves the right to sell, use, or lease for a governmental or public use different from the present use, all or any part of the Premises at any time during the term of this Lease. Should the Premises be sold, used, or leased before expiration of this Lease and the purchaser or lessee is not willing to take the property subject to this Lease and demands immediate possession, then the Lessee agrees to vacate within 30 days following receipt of the notice to vacate. Should it become necessary for Lessee to vacate in case of a sale or lease, then, the District will pay Lessee, for the Premises or portion thereof vacated, the following amounts, to-wit: a proportionate share of the then-applicable annual Lease Payment paid, which share is determined by dividing (i) the number of days of the term remaining after vacation by Lessee by (ii) the total number of days in the term, and multiplying the resulting percentage by the annual Lease Payment amount paid by Lessee.

B. The District reserves and excepts from this Lease those easements reasonably necessary for the purpose of assigning, exploring, prospecting, mining, drilling, developing, producing, saving, transporting, storing, treating, removing, and owning the reserved minerals and oil and gas in the Premises to the extent such easements are implied under Kansas law to allow access to severed estates.

C. District retains the right to use or cross the Premises with utility lines and easements. District may exercise these rights without compensation to Lessee for damages to the Premises from installing, maintaining, repairing, or removing the utility lines and easements. The District shall use reasonable judgment in locating the utility lines and easements to minimize damage to the Premises, and the District shall reimburse Lessee for the fair market value of any crops damaged by such District activities on the Premises.

D. It is understood and agreed by Lessee that the District retains sole authority to negotiate settlement of any and all claims for damage by reason of activities in connection with the operation, development, and exploration for oil, gas, and other minerals on the Premises. Lessee shall promptly notify the District of any and all damages to the Premises and/or crops growing thereon that may be occasioned by operation, development, or exploration for oil, gas, or other minerals, or that may be occasioned by any other activity during the Lease term, which Lessee observes, learns of, or has reason to be made aware of any such damage.

E. The District, by and through its officials, officers, employees, and agents, has the right at all times during the Lease term to ingress and egress to the Premises for the purpose of

conducting any business incident to the activities of the District and for purposes of inspection, repair, and enforcement of the terms of this Lease, and includes the regular and necessary operation of vehicles and equipment on the shared roadways bisecting and crossing the Premises.

20. **CONDEMNATION.** If the whole or a substantial part of the Premises are taken or condemned by the District, or any entity with legal authority to exercise eminent domain rights, for any public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when possession of the part or whole so taken or condemned, is required for such use or purpose. If less than a substantial part of the Premises are taken or condemned by the District and, as a result thereof, Lessee believes the ability to continue the purpose of this Lease has been eliminated, the question of a possible partial Lease Payment refund, if any, may be submitted in writing by Lessee to the District for consideration.

21. **MODIFICATIONS.** No changes or modifications to this Lease may be made, nor any provision waived, unless in writing and signed by a person authorized to sign lease agreements on behalf of each respective party.

22. **COMPLIANCE WITH LAWS.** Lessee covenants to promptly observe, comply with and execute, and shall cause any sublessee to promptly observe, comply with and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders, and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied within any permitted cure period, may be cause for District's exercising its rights under the Lease. During any period of Lessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders, and directions in a court of competent jurisdiction, Lessee's inaction shall not be deemed a breach of this Lease. Lessee shall comply with all applicable District policies, and rules and regulations promulgated by the District board of directors.

23. **RELATIONSHIP OF THE PARTIES.** This Lease establishes a landlord/tenant relationship, and none other, and this Lease must be construed conclusively in favor of that relationship. In performing this Lease, both District and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. The employees or agents of either party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

24. **GENERAL PROVISIONS.**

A. **Mineral Rights.** The District expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Premises in which it holds an interest and reserves the right to conduct or provide for testing and removal of any such District-owned water, gas, oil, or minerals from the Premises.

B. **No Waiver of Forfeiture.** Any failure or neglect of the District or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive District's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

C. **Force Majeure.** Neither District nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations under this Lease by reason of force majeure. "Force Majeure" for the purposes of this Lease means any prevention,

delay, or stoppage due to strikes, lockouts, labor disputes, acts of God to include severe inclement weather and sustained periods of rain or snow, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform and claiming the force majeure. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this Lease and the obligation of District to deliver the Premises.

**D. Venue.** Venue for any action brought under this Lease lies in Stafford County, Kansas, where the Lease was executed and will be performed.

**E. No Third-Party Benefit.** No provision of this Lease creates a third-party claim against the District or the Lessee beyond that which may legally exist in the absence of any such provision.

**25. SEVERABILITY.** If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby, for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase or word hereof be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, then the remainder of this Lease is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable, will be added to this Lease automatically.

**26. BINDING AGREEMENT.** It is mutually understood and agreed that the covenants, conditions, and provisions contained in this Lease to be performed by the respective parties are binding on the parties and their respective successors, assigns, and heirs.

**27. ENTIRETY CLAUSE.** This Lease and the exhibits incorporated and attached hereto constitute the entire agreement between the District and Lessee for the use granted. All other agreements, promises and representations with respect thereto, unless contained in this Lease, are expressly revoked, as it is the intention of the parties to provide for a complete understanding within the provisions of this document, and the exhibits incorporated and attached hereto, the terms, conditions, promises, and covenants relating to Lessee's use of the Premises.

**29. CASH BASIS AND BUDGET LAWS.** The right of the District to enter into this Lease is subject to the provisions of the Cash Basis Law (K.S.A. § 10-1100 et seq.), the Budget Law (K.S.A. § 79-2935 et seq.), and other laws of the State of Kansas. This Lease shall be construed and interpreted in such a manner as to ensure that the District shall at all times remain in conformity with such laws.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]**

Executed in triplicate by the parties. By Lessee's execution below, Lessee acknowledges that Lessee has read this Lease and understands that this Lease is not binding on the District until properly authorized by the District board of directors and executed by the District Manager or designee.

**LESSOR:**

**BIG BEND GROUNDWATER:  
MANAGEMENT DISTRICT NO. 5**

**LESSEE:**

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Name, Title

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Name, Title

**Attached and Incorporated by Reference:**

Attachment A – Scope of Lease  
Attachment B – Map of Premises  
Attachment C – Insurance Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFP No. 202407001  
Exhibit 2: Proposer's Bid/Proposal Reference