



WASHINGTON STATE
UNIVERSITY

ADVERTISEMENT OF OPPORTUNITY

No. 4120-OC30231

Issued January 15, 2021

Due March 1, 2021

Sunrise Orchard
Advertisement of Opportunity
Wenatchee, Washington

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This entire AOO with its exhibits and addenda will be at
<http://tfrec.cahnrs.wsu.edu/announcements/>

I. SUMMARY

In November 2006 Washington State University (WSU) closed on the purchase of an orchard located approximately 15 miles south of Wenatchee on highway 28. This is the site of research and demonstration activities for the WSU Tree Fruit Research and Extension Center (TFREC). The orchard site is comprised of 150 acres of orchard (see map below) and an additional 150 acres of land that cannot be planted because of terrain and because the site's water right is limit to 150 acres. The northern most 100 acres consisted of certified organic production with mature Red Delicious, Golden Delicious and Granny trees.

II. OPPORTUNITY STATEMENT

Washington State University is exploring a new lease option for the portions of the Sunrise Research Orchard that are not being used for research. This was historically in commercial tree fruit production, but the trees were removed in 2020 due to market conditions. Ultimately, a new high-density orchard planting is most desirable, but we would also consider an annual crop or forage production lease or a mixed lease in the near term on +/- 80 acres. There are 4 fields in total separated by a county road and a deer fence. The sizes of the fields are 15 acres, 25 acres, 20 acres and 20 acres. Mostly level terrain. Two blocks have mainline down the middle and two have it running along the side. Power is located in the middle of one block and to the side of the other three.

Lessee would be required to prepare the site and plant, including installation of irrigation delivery system within blocks. Water is 4.5 acre feet with 2000 gmp flow rate. Pumps have variable frequency drives (vfd's). Lessee is required to work with WSU orchard manager to share water between lease blocks and research orchard. All farming practices are to be done by lessee.

Livestock is a possibility as well, but would require fencing. Lease terms would be designed to ensure lessee recovery of investment costs.

The orchard is approximately 15 miles south of Wenatchee, WA on HW 28.

III. SCOPE OF OPPORTUNITY

The qualified Applicant will provide relevant information that will enable WSU to clearly understand Applicants proposed operation and determine their capability to perform the proposed operation.

Applicant shall act as Cash Rent Tenant for the farmland described above. Services provided shall be those services and activities normally performed by a farm tenant ("Tenant") in the State of Washington and Douglas County, including but not limited to the following:

- a) exploring a new lease option for the portions of the Sunrise Research Orchard that are not being used for research. This was historically in tree fruit production, but the trees are being

removed this year due to poor marketplace performance. Ultimately, a new high-density orchard planting would be the best upside lease value, but the likelihood of a commercial interest in that option at this time is low (again, due to market conditions). Therefore, we are likely looking at some kind of annual crop or forage production lease – long enough to justify someone investing in an appropriate irrigation system.

- b) Tenant will work with TFREC staff to coordinate irrigation systems and schedules. The irrigation allotment shall be used solely on the leased property. The actual amount of irrigation water delivered to the property is determined by.
- c) Tenant shall work with TFREC staff to coordinate farming and chemical application practices to insure that such activity does not conflict with TFREC’s adjoining crops and research and to insure that such practices do not harm the land.
- d) Tenant shall comply with all mandatory provisions of any U.S.D.A. Farm Service Agency and Natural Resources Conservation Services laws, regulations and rules affecting the Premises, and all additional provisions of any such laws, regulations and rules applicable to any program or contract under which the Lessor and/or Tenant participate with respect to the Premises.
- e) Tenant shall abide by all applicable laws and governmental rules and regulations pertaining to Tenant's use and occupancy of the Premises and the conduct of Tenant's business operation thereon. Without limiting the generality of the forgoing.
- f) Expenses for the Care and Maintenance of Newly Planted Acres of the Premises. Lessor has an additional 60 acres of research orchard block. At the request and option of Lessor, Tenant shall provide labor for the care and maintenance of the Research Block. The specific scope extent of services requested from the Tenant pursuant to this section shall be set forth in writing by Lessor at the time of the request. Lessor shall reimburse Tenant’s direct costs for such care and maintenance, plus pay a management fee equal to 20% of such reimbursed costs for the management activities carried out in the Research Block. All expenses incurred by Tenant in the care and maintenance of the Research Block shall be accounted for on a monthly basis and delivered to Lessor’s WSU-TFREC Manager. Tenant’s expenses shall be reimbursed by WSU-TFREC within thirty (30) days of receipt of invoice from Tenant.

IV. PERIOD OF PERFORMANCE

The period of performance of any contract awarded is negotiable based on the up front investment costs. There is also the potential for additional five-year renewals of the contract with WSU’s written approval.

V. VALUE OF THE CONTRACT

The value of the contract will depend on the final proposal chosen.

VI. AOO COORDINATOR

Questions during the AOO period are to be directed to the AOO Coordinator via email with AOO 4120-OC30231 in the subject line.

AOO COORDINATOR	Kat Odell, Ag Land Services Manager, CAHNRS, WSU
CONTACT INFORMATION	odell@wsu.edu

Questions should not be directed to any other University departments or staff. No phone calls will be accepted. Substantive information or material provided to any interested party, as a result of questions received, will be provided to all interested parties in a manner deemed appropriate by the University. Addenda will be posted at <http://tfrec.cahnrs.wsu.edu/announcements/>. Interested parties are responsible to monitor this site for addenda postings.

Applicants submitting proposals should allow adequate delivery time to ensure timely receipt of their proposals by the AOO Coordinator. Applicants assume the risk for the method of delivery chosen. Washington State University assumes no responsibility for delays caused by any delivery service. Late qualifications will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Washington State University and will not be returned.

VII. REVISIONS TO THE AOO

In the event it becomes necessary to revise any part of this AOO, addenda with the published questions and answers and any other pertinent information shall be provided as an addendum to the AOO and be mailed to all parties who have requested a copy of the AOO.

WSU also reserves the right to cancel or reissue the AOO in whole or in part, prior to execution of contract.

VIII. SCHEDULE OF AOO EVENTS

EVENT	DATE AND TIME
Advertisement of Opportunity Issued	January 15, 2021
Questions Due to AOO Coordinator	February 10, 2021 by 5:00pm
Answers to Questions will be emailed to all Applicants	February 17, 2021
Responses Due to AOO Coordinator	March 1, by 5:00pm

Washington State University reserves the right to revise the above schedule. Evaluations of applications, announcement of “Apparent Successful Applicant”, notifications to unsuccessful Applicants, debriefings, and contract negotiations will all be subject to change and to the availability of the evaluation team.

IX. REQUIREMENTS FOR SUBMISSION

Applications shall be limited to twenty (20) pages and must include a signed copy of **Exhibit A**. Cover letters, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. All documents are to be submitted in 8 1/2" x 11" format.

The package containing Applicant's proposal should be addressed as follows and must arrive in the office of the AOO Coordinator by the due date and time specified below: **Late proposals will be automatically disqualified from further consideration.**

DELIVERY ADDRESS FOR AOO RESPONSES	DUE DATE AND TIME
Washington State University	March 1, 2021
Tree Fruit Research & Extension Center	5:00pm
ATTN: AOO 4120-OC30231	Email submissions are permissible
1100 N Western Ave	
Wenatchee, WA 98801	

Applicants submitting proposals should allow adequate delivery time to ensure timely receipt of their proposals by the AOO Coordinator. Applicants assume the risk for the method of delivery chosen: email, US Mail, courier service or hand delivery. Washington State University assumes no responsibility for delays caused by any delivery service. All proposals and any accompanying documentation become the property of Washington State University and will not be returned.

X. SUBMISSION GUIDELINES

All information included within the proposal should be concise and responsive to the content of this request, and must specifically address the following:

1. Detailed Proposed Use of the Land
2. Applicant Data and General Qualifications.
 - a. Name, address, and contact information.
 - b. Summary of the Applicant's background, size, scope and nature of Applicant's farm operation.
3. Applicant profile:
 - a. Number of years in business
 - b. Type of company (partnership, corporation, etc.)
 - c. Applicant history
 - d. Applicant size (acres) and (equipment)
 - e. Location of applicant home base of operation
 - f. Number of employees

4. Description of the Applicant's team.
 - a. Identification of an individual assigned as the single point of contact for the applicant.
 - b. Identification of key company personnel to be assigned to the project.
5. Resumes for key company personnel including education, training, and experience and the number of years with the Company.
6. Statement about the availability and commitment of the Company and its principal(s) and key personnel to undertake this project.
7. References: Provide no more than five references that can attest to the Companies' qualifications to carry out the duties of a tenant farmer and which best illustrates current experience and capabilities relevant to irrigated farming. At least one reference shall be able to attest that the company has or the ability to obtain resources sufficient to carry out the scope of work described above.
8. A completed and signed Certification and Assurances form attached hereto and labeled as Exhibit A.

XI. EVALUATION OF PROPOSALS

Washington State University will select an apparent successful Applicant for this opportunity based on the following factors:

EVALUATION CRITERIA
1. Years in business.
2. Size of current operation.
3. Education and training.
4. References: provide up to (5) five references with contact information.
5. Demonstrated ability to fulfill the scope of proposal.
6. Demonstrated capability to farm an additional 80 acres.
7. Demonstrated understanding of modern orchard management / farming practices.
8. Demonstrated ability to be good stewards of the farmland.
9. Well organized and detail-oriented submission.
10. Clearly statement for plan of operation.
11. Financial consideration.
12. Any other factor deemed important by the evaluation team.

Review Process

The Review Committee will review and consider all submittals and select finalists. All Respondents will be notified.

XII. NEGOTIATION OF DOCUMENTS

In this final phase, the University and finalist Applicant will jointly negotiation of the Ground Lease.

XIII. GENERAL TERMS AND CONDITIONS FOR THE OPPORTUNITY

In submitting a bid in response to this AOO, the bidder agrees to accept the terms set forth in this AOO.

1. **Most Favorable Terms:** Contract negotiations may incorporate some or all of the Applicant's statement of qualifications. It is understood that the statement of qualifications will become a part of the official procurement file on this matter without obligation to Washington State University.
2. **Responsiveness:** All statements of qualifications will be reviewed by the AOO Coordinator to determine compliance with administrative requirements and instructions specified in this AOO. The Applicant is specifically notified that failure to comply with any part of the AOO may result in rejection of the statement of qualifications as non-responsive. WSU also reserves the right at its sole discretion to waive minor administrative irregularities.
3. **Costs to Propose:** Washington State University will not be liable for any costs incurred by the Applicant in preparation of a statement of qualifications submitted in response to this AOO, in conduct of a presentation, or any other activities related to responding to this AOO.
4. **Contracting with Current or Former State Employees:** Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a statement of qualifications that includes current or former state employees.
5. **Minority & Women-Owned Business Participation:** In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of statement of qualifications, no minimum level of MWBE participation shall be required as a condition for receiving an award and statement of qualifications will not be rejected or considered non-responsive on that basis.
6. **Proprietary Information / Public Disclosure:** Statements of qualifications submitted in response to this competitive procurement shall become the property of Washington State University. All statements of qualifications received shall remain confidential until the contract, if any, resulting from this AOO is signed by WSU, and the apparent successful Applicant; thereafter, the statements of qualifications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information in the statement of qualifications that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire statement of qualifications exempt from disclosure or as Proprietary Information will not be honored. If a public records request

is made for the information that the Applicant has marked as "Proprietary Information," the University will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, the University will release the requested information on the date specified. If a Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the University shall maintain the confidentiality of the Applicant's information per the court order.

7. **No Obligation to Contract:** This AOO does not obligate the state of Washington or Washington State University to contract for services specified herein.
8. **Rejection of statements of qualifications:** Washington State University reserves the right at its sole discretion to reject any and all statements of qualifications received without penalty and not to issue a contract as a result of this AOO.
9. **Commitment of Funds:** The President of Washington State University or his delegates are the only individuals who may legally commit Washington State University to the expenditures of funds for a contract resulting from this AOO. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.
10. **Evaluation Procedure:** The evaluation of responsive statements of qualifications shall be accomplished by an evaluation team(s), to be designated by Washington State University. Washington State University, at its sole discretion, may elect to select one or more Applicants for interviews. The evaluation team may contact the Applicant for clarification of any portion of the Applicant's statement of qualifications. Washington State University reserves the right to award the contract to the Applicant(s) whose statement of qualification(s) is (are) deemed to be in the best interest of Washington State University and the state of Washington.
11. **Notification to Bidders:** Washington State University will notify the Apparently Successful Applicant of their selection in writing via email upon completion of the evaluation process. Applicants whose statement of qualifications were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

(The rest of this page was left intentionally blank).

EXHIBIT A Certification and Assurances Form – to be included with your proposal

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data, if any, have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer and will remain valid until _____, 20__ and it may be accepted by the University without further negotiation (except where obviously required by lack of certainty in key terms) at any time prior to _____, PM.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the University will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the University, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data, if any, which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample lease and its general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document labeled Exhibit A.1.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the University the right to contact references and other, who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this AOO.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. Washington Wage Law Certification: Prior to awarding a contract, institutions of higher education in the state of Washington are required to determine that a bidder is a “responsible bidder.” See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a Applicant certification that the Applicant has not willfully violated Washington’s wage laws. I/we hereby certify, under penalty of perjury under the laws of the State of Washington, that I/we are not currently debarred from doing business with the State of Washington. **INITIAL ONE:**

_____ NO WAGE VIOLATIONS. I/We have NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil

judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082 any provision of RCW chapters 49.46, 48.48, or 49.52 within three (3) years prior to the date of signing this Certifications & Assurances Form below.

OR

_____ VIOLATIONS OF WAGE LAWS. I/We have been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

12. Terms and conditions of Washington State University. **INITIAL ONE:**

_____ NO EXCEPTIONS ARE TAKEN TO THE TERMS OF THE MODEL CONTRACT

_____ EXCEPTIONS OUTLINED ON THE ATTACHED PAGE ARE TAKEN TO THE TERMS OF THE SAMPLE LEASE.

ON BEHALF OF THE RESPONDENT SUBMITTING THIS PROPOSAL, MY NAME BELOW ATTESTS TO THE ACCURACY OF THE ABOVE STATEMENTS.

_____ SIGNATURE	_____ TITLE	_____ PRINT NAME
_____ EMAIL ADDRESS	_____ TELEPHONE	_____ DATE

EXHIBIT B - Abbreviated Legal Description and Maps

SEC 15 T21 N R 22E

Lot 1; BLK 1 Rancho Palisades Parcel #80700100100 Map #2122-15-22-000807-000-00000



EXHIBIT C - Resource Management Plan

OBJECTIVE

This Resource Management Plan (RMP) describes the management objectives and practices agreed upon by Lessor and Tenant to manage agricultural production on Lessor's Farm lands. Adherence to this RMP is mandatory. Failure to comply may result in default under Section 16 of the associated lease. If the management requirements of this RMP cannot be followed due to climatic variations or unforeseen events, Tenant shall consult with Lessor's TFREC Orchard Farm Manager ("Manager") regarding any proposed changes to the RMP.

CROPLAND MANAGEMENT

Irrigation: The Tenant will have 4.5-acre feet of water/acre planted.

Soil Additions and Pesticides: Organic and inorganic substances shall be applied to meet plant requirements. Application methods utilized shall aid in the prevention of substances moving into water bodies, leaching into ground water, or building excessive residual levels in the soil profile. This will be accomplished through following all federal, state, and local laws, and as prescribed by label. Any capital expenditures to enhance productivity which will have a long-term residual benefit to the Lessor including, but not limited to, amendments that increase or decrease pH levels, or tiling wet acres, shall be reviewed, and approved by Lessor prior to application.

The Tenant shall utilize a coordinated decision-making and action process that considers all pest management methods and strategies and applies them in an environmentally and economically sound manner to meet pest management objectives. The elements of coordinated decision-making and action process include:

1. Preventing pest problems while being aware that TFREC Entomology research may have an effect on the pest pressure.
2. Monitoring for the presence of pests and pest damage.
3. Establishing the density of the pest population (which may be zero) that can be tolerated.
4. Treating pest problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility, and cost-effectiveness.
5. Evaluating the effects and efficacy of pest treatments.

Fertilizer Management: The Tenant shall use soil and petiole sampling and testing, to determine amounts and timing of nutrient applications required to meet the needs of the plants to be grown. Methods of application shall be used that will ensure optimum uptake by the plants, while ensuring that nutrients will not be transported into any water bodies.

Mass Soil Movement and Gully Erosion: The Tenant shall apply farming practices that limit the potential for mass soil movement and gully erosion.

WEED MANAGEMENT

Noxious Weed Control: The Tenant shall prevent noxious weed infestations by applying management practices which discourage their establishment or spread. The Tenant shall detect and control the invasion of new noxious weeds. Noxious weeds will be controlled using appropriate mechanical, biological and chemical treatments that meet the requirements of state and federal law.

The Tenant shall use a coordinated decision-making and action process that considers all weed management methods and strategies and applies them in an environmentally and economically sound manner to meet weed management objectives. The elements of integrated pest management for weeds include:

1. Preventing weed problems.
2. Monitoring for the presence of weed species.
3. Establishing the density of the weed population (which may be zero) that can be tolerated.
4. Treating weed problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility, and cost-effectiveness; and
5. Evaluating the effects and efficacy of weed control treatments.