

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

REQUEST FOR PROPOSALS

TO LEASE FARMLAND IN THE SACRAMENTO-SAN JOAQUIN BAY DELTA
FOR RICE CULTIVATION OR OTHER SUBSIDENCE REDUCING CROPS



SCHEDULE

RFP Distribution	April 1, 2025
Recommended Site Visit	April 10, 2025 (weather permitting)
Request for Clarification Deadline	April 15, 2025
Submission Deadline	May 8, 2025
Evaluation to Select Shortlist	May 16-23, 2025
Shortlist Respondent Interviews	May 28-29, 2025
Notification of Selection to Final List	June 2-3, 2025
Lease Negotiations with Finalists	June 16-17, 2025
Planned MWD Board Action	August 12, 2025

Contact: Steven Johnson
Telephone: (213) 217-6564
Email Address: BaconIslandRFP@mwdh2o.com

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	4
1.1 Brief Overview	4
1.2 About the Metropolitan Water District of Southern California	4
1.3 RFP Schedule	5
1.4 RFP Evaluation Phases.....	5
1.5 RFP Process.....	6
1.5.1 Distribution.....	6
1.5.2 Recommended Site Visit	6
1.5.3 Request for Clarification.....	6
1.5.4 Submission Process	6
1.5.5 Proposals must include:	6
1.5.6 Minimum Qualifications.....	7
1.5.7 Desired Qualifications	7
1.5.8 Evaluation of Proposal to Select Shortlist	7
1.5.9 Shortlist Respondent Interviews	7
1.5.10 Notification of Selection to Final List.....	8
1.5.11 Lease Negotiations with Finalists	8
1.5.12 Planned Board of Directors Action.....	9
1.5.13 Proposal Information	9
1.5.14 Rights Reserved to Metropolitan	9
1.5.15 Pre-Contractual Expenses	10
1.5.16 Confidentiality	10
1.5.17 Sample Lease Agreement.....	10
1.5.18 Execution of Lease Agreement.....	10
1.5.19 Certificate of Insurance	10
SECTION 2: AVAILABLE LAND AND LEASING REQUIREMENTS.....	11
2.1 Overview of Available Land	11
2.2 Lease Term and Rent.....	11
2.3 Use of the Property	11
2.4 Other Lease Requirements.....	12

SECTION 3: EVALUATION PHASES AND CRITERIA.....	13
3.1 Criteria 1: Subsidence Reducing Farming Experience	13
3.2 Criteria 2: Proposed Rent	13
3.3 Criteria 3: Delta Farming Experience.....	14
3.4 Criteria 4: Property Maintenance and Protection.....	14
3.5 Criteria 5: Financial Viability.....	14
3.6 Criteria 6: Environmental Benefits	15
SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS	15
4.1 Executive Summary Letter.....	15
4.2 Minimum Qualifications.....	15
4.3 Criteria One – Subsidence Reducing Farming Experience.....	16
4.4 Criteria Two – Proposed Rent	16
4.5 Criteria Three – Delta Farming Experience	16
4.6 Criteria Four – Property Maintenance and Protection	16
4.7 Criteria Five – Financial Viability	16
4.8 Criteria Six – Environmental Benefits.....	17
4.9 Contact Information Form.....	17
4.10 Respondent(s)'s Compliance Form.....	17
4.11 Conflict of Interest Statement.....	17
4.12 Sponsorship/Ownership Profile	17
4.13 Proposed Rent Schedule	17

ATTACHMENTS (attached separately):

Attachment A – Sample Lease Agreement

Attachment B – Bacon Island Map

Attachment C – Contact Information Form

Attachment D – Respondent’s Compliance Form

Attachment E – Conflict of Interest Statement

Attachment F – Sponsorship/Ownership Profile

Attachment G – Proposed Crop Plan and Rent Schedule

Attachment G.1 – Sample Crop Plan and Rent Schedule

SECTION 1: GENERAL INFORMATION

1.1 Brief Overview

The Metropolitan Water District of Southern California (Metropolitan) is seeking Proposals from interested parties who wish to lease parcels of land in the Sacramento-San Joaquin Bay Delta (Delta) for farming purposes with an initial base term of 5 years with options to extend 5 additional years, for a total possible lease term of 10 years. Through this Request for Proposals (RFP), Metropolitan is seeking a commitment to cultivate crops that minimize or reduce land subsidence, such as rice, on agriculturally zoned land on Bacon Island (Property or Bacon Island) in San Joaquin County from one or more Respondents (Respondent(s)).

The attached map of Bacon Island (Attachment B) shows approximately 5,600 gross acres of land, of which 5,000 acres may be considered farmable. The proposed leased premises may be structured in one of two ways:

Parcel A & B - Lease Entire 5,600 Gross Acres

Metropolitan may elect to enter into a single lease for the entire 5,600 gross acres. Under this option, Respondent(s) should clearly indicate in their proposal their interest in leasing both Parcel A and Parcel B together.

Alternatively, respondents may submit proposals for either of the two designated parcels:

- **Parcel A** - Approximately 3330 gross acres
- **Parcel B** - Approximately 2270 gross acres

Metropolitan may enter into two separate leases, selecting one Lessee for Parcel A and another lessee for Parcel B. Under this option, Respondents should clearly indicate in their proposal their interest in leasing either Parcel A or Parcel B.

All proposals must identify the proposed crops and farmable acres in the required crop plan, along with annual rental rates and percentage rent. When submitting proposals for more than one option, Respondents must submit separate crop plans identifying proposed crops and farmable acres for Parcel A, Parcel B or Parcel A and B. The selected lessee will be responsible for maintaining the entire farmable and non-farmable acreage on Parcel A, Parcel B or Parcel A and B including vegetation management plan.

Metropolitan reserves the right to determine the most advantageous leasing structure based on submitted proposals.

1.2 About the Metropolitan Water District of Southern California

Metropolitan is a regional wholesale water supplier comprising 26-member public agencies—cities and water agencies—that serve the water needs of about 19 million people in six counties throughout California.

Metropolitan imports water to supplement local supplies, which also assists its members in developing increased water conservation, recycling, storage (surface and groundwater) and other resource management programs.

As a public water agency looking for long-term stability in the Delta through an enhanced ecosystem and improved water supply reliability, Metropolitan seeks to explore sustainable, viable land

management options in the decades to come.

1.3 RFP Schedule

1.	RFP Distribution	April 1, 2025
2.	Recommended Site Visits	April 10, 2025
3.	Request for Clarification Deadline	April 15, 2025
4.	Submission Deadline	May 8, 2025
5.	Evaluation to Select Shortlist	May 16-23, 2025
6.	Shortlist Respondent Interviews	May 28-29, 2025
7.	Notification of Selection to Final List	June 2-3, 2025
8.	Lease Negotiations with Finalists	June 16-17, 2025
9.	Planned MWD Board Action	August 12, 2025

1.4 RFP Evaluation Phases

Respondent(s) will be evaluated in phases as follows:

Phase 1 will consist of Metropolitan evaluating whether Respondent(s) meet the minimum requirements.

Phase 2 will involve applying the initial evaluation criteria to score the proposals submitted by Respondent(s) that meet the minimum requirements. The initial evaluation criteria, which consist of six components, are outlined below. The five highest-scoring Respondents will be invited to participate in an interview with Metropolitan.

Phase 3 will establish a shortlist of the highest-scoring Respondent(s) from the interviews. The successful Respondent(s) will be invited to negotiate contract terms and refinements of their initial Proposal. At the end of this phase, Metropolitan shall determine whether (1) the negotiated lease includes acceptable deal terms; (2) the Respondent(s) provides the best value according to rent and crop phasing as well as the most emission reduction, subsidence, fish and wildlife benefits; and (3) the Respondent(s)'s lease serves the best interests of Metropolitan, including operational and financial viability.

Respondent(s) shall address each of the following criteria in their Proposals:

Criteria 1	Subsidence Reducing Farming Experience	25%
Criteria 2	Proposed Rent	35%
Criteria 3	Delta Farming Experience	10%
Criteria 4	Property Maintenance and Protection	10%
Criteria 5	Financial Viability	15%
Criteria 6	Environmental Benefits	5%

1.5 RFP Process

1.5.1 Distribution

The RFP will be available on Metropolitan's website in on April 1, 2025, at <http://www.mwdh2o.com/Doing-Business/Property-Use/Pages/default.aspx>.

1.5.2 Recommended Site Visit

Prospective Respondent(s) are encouraged to visit the subject parcels on April 10, 2025 (weather permitting). Requests for site visits must be submitted via email to BaconIslandRFP@mwdh2o.com by April 8, 2025. If there are issues accommodating all site visit requests, Metropolitan will limit site visits to one person per prospective Respondent(s) and/or reserve site visits based on the order in which the request was received.

1.5.3 Request for Clarification

Prospective Respondent(s) requesting clarification to any section of this RFP must submit all requests via email to BaconIslandRFP@mwdh2o.com by 5:00 p.m. PDT, April 15, 2025. Metropolitan will respond to questions directly to each prospective Respondent(s) within 3 business days. All questions and answers will be restated on April 18, 2025. If necessary, an addendum will be posted on Metropolitan's website at <http://www.mwdh2o.com/Doing-Business/Property-Use/Pages/default.aspx> for any material information or changes to the RFP.

1.5.4 Submission Process

All Proposals must be submitted via email by 11:59 p.m. PDT on May 8, 2025, per the submittal instructions below. Respondent(s) are encouraged to review this RFP in its entirety before preparing and submitting the Response. Failure to submit a complete Proposal that meets all RFP requirements may result in a non-responsive determination and rejection.

1.5.5 Proposals must include:

A crop plan showing all crops to be planted and the corresponding farmable acres as well as a planting schedule for the initial five years of the lease term. Respondent(s) are solely responsible for familiarizing themselves with all the necessary steps to ensure that Proposals are submitted online correctly, completely in form and content, and within the stipulated deadline. Faxed, mailed, or hand-delivered Proposals will not be accepted.

- a. Proposals must be emailed as PDF or Microsoft Word file attachments, and the aggregate

file size should not exceed 15 MB.

- b. The file attachments' filename must read as follows:
 - i. Filename: FirmName_BaconIsland.pdf [or] FirmName_RFP.doc
 - ii. Sample:
ACMECompany_BaconIsland.pdf [or]
ACMECompany_BaconIsland.doc
- c. The subject header must read: "BACON ISLAND PROPOSAL 2025."
- d. Proposals must be emailed to BaconIslandRFP@mwdh2o.com by 11:59 p.m. PDT on May 8, 2025.

1.5.6 Minimum Qualifications

- a. Interested parties shall have experience farming at least 500 acres within the past five (5) years.
- b. Respondent(s) shall have experience performing vegetation, weed, and other maintenance on at least 1,000 acres of land.
- c. Respondent(s) shall have experience maintaining weirs, water flow control, and irrigation ditches.

1.5.7 Desired Qualifications

- a. The Respondent(s) participation in a site visit at Bacon Island is strongly recommended.
- b. Respondent(s) business shall have been actively farming crops for at least five years.
- c. Experience farming in the Sacramento-San Joaquin Delta.
- d. Experience maintaining sustainable agricultural practices that reduce greenhouse gas (GHG) emissions and encourage wildlife benefits.

1.5.8 Evaluation of Proposal to Select Shortlist

An evaluation committee will evaluate all submitted proposals to verify compliance with submission instructions and minimum qualifications, which constitutes Phase 1 of the evaluation process. Respondents that comply with the submission instructions and meet the minimum qualifications will be considered for Phase 2 of the evaluation process.

Metropolitan may request clarification or additional documentation from Respondent(s) during the evaluation process. Respondent(s) should not misconstrue a request for clarification or an oral presentation as an invitation to enter into negotiations or an agreement. Upon completing the initial evaluation process, Metropolitan will select the highest scorer(s) to advance to further phases in the process.

1.5.9 Shortlist Respondent Interviews

After Phase 1 of the evaluation process, an evaluation committee will apply the evaluation criteria to score all proposals. The evaluation process is anticipated to be completed during the May 16 through May 23, 2025, time frame. Metropolitan will select up to the five highest-scoring

proposals to determine which Respondent(s) will advance to the next step of Shortlist Interviews. Selected Respondent(s) shall submit a current annual income statement and balance sheet or complete income tax returns by 5:00 p.m. PDT on May 13-14, 2025.

Interviews are planned for mutually available times on May 28-29, 2025. Face-to-face interviews may be conducted locally in the Bay Delta area, and online virtual interviews will be conducted remotely. Invited Respondent(s) will receive further instructions on the interviews' scope, process, and address. Respondent(s) not selected for the shortlist interviews will be notified via email or other means.

Respondent(s) should not misconstrue an invitation to interview or to provide an oral presentation as the award of an agreement or an exclusive negotiation arrangement.

1.5.10 Notification of Selection to Final List

Based on the outcome of the interviews, Metropolitan will select three Respondents to advance to the next step of Lease Negotiations.

All Respondent(s) will be notified of the selection results by June 2-3, 2025, and all or some will receive invitations to enter into negotiations.

1.5.11 Lease Negotiations with Finalists

Upon notification of being selected to the Final List to commence negotiations, the Respondent(s) will need to submit the following promptly:

- A Final Term Sheet with crop phasing plan, projected land preparation costs and proposed land preparation costs reimbursement schedule.
- Last three years of tax returns OR certified financial statements.
- Signed authorization for Metropolitan to obtain personal or business credit reports.
- Statement of whether Respondent(s) or any of its principals or partners are the subject of any bankruptcy or insolvency proceedings, legal actions, and/or investigations from 2015 to the present.
- Statement of any indictments or convictions of the Respondent(s), its principals, or partners; any other exposures pending against the Respondent(s), its principals, or partners; civil suits for breach of contract/rental agreement.
- Projected cash flow requirements to farm the leased Property and the source of required funds, including, if not self-financed, name and commitment from lender/investor.

The timely submittal of thorough and accurate documents by the Respondent(s) will impact the Respondent(s)'s financial score. After Metropolitan receives the requested financial documents and completes a financial creditworthy analysis, an evaluation committee will apply the evaluation criteria to score all Proposals again, which will determine or impact final scores, lease negotiations and the likelihood of being recommended for an award of a lease agreement.

Staff from Metropolitan's Land Management Unit (LMU) can negotiate lease agreement terms and conditions with the selected Respondent(s) pursuant to the sample Lease Agreement attached to this RFP.

Please note that Proposals do not create a binding contract, and the final lease terms will ultimately be negotiated between Metropolitan and the selected Respondent(s). The evaluation committee shall recommend the award of leases to Respondent(s) that serve Metropolitan's best interests.

Metropolitan's leasing requirements are outlined in Section 2 of this RFP.

1.5.12 Planned Board of Directors Action

Metropolitan's Board of Directors will make the final decision to enter and execute a Lease Agreement. The recommended lease agreements are anticipated to be considered at the official Board meeting on August 12, 2025.

1.5.13 Proposal Information

- a. Respondent(s) are encouraged to carefully review this RFP and all attachments before preparing and submitting their Proposal.
- b. All Proposals submitted will become Metropolitan's Property.
- c. The Respondent(s) may modify or amend its Proposal only if Metropolitan receives the amendment before the submission deadline stated herein for receiving the Proposal.

A Proposal may be considered non-responsive if it is conditional or incomplete or contains alterations of form, additions not called for, misrepresentations and/or other irregularities that may constitute a material change to the Proposal.

Proposals must be valid for twelve (12) months from the closing date and time of this RFP.

1.5.14 Rights Reserved to Metropolitan

In addition to rights established elsewhere in this RFP, Metropolitan reserves the right to:

- a. Reject any or all Proposals;
- b. Verify all information submitted in the Proposal;
- c. Withdraw this solicitation at any time with no obligation to negotiate or enter into a lease agreement with any Respondent(s);
- d. Negotiate lease terms with one or more Respondent(s) as necessary to serve Metropolitan's best interests;
- e. Supplement, amend, modify, or cancel the RFP;
- f. Extend the times and dates outlined in the RFP, including the length of the lease term;
- g. Conduct further investigations concerning the qualifications of a Respondent(s);
- h. Amend the final lease agreement(s) to incorporate necessary attachments and exhibits and/or to reflect negotiations between Metropolitan and the successful Respondent(s) and
- i. Investigate the financial capacity of Respondent(s), including but not limited to financial statements, credit reports and federal and state tax records for the past 3 years.

1.5.15 Pre-Contractual Expenses

Metropolitan shall not be liable for any expenses incurred by Respondent(s) or their representatives in preparing or submitting their Proposal. Pre-contractual expenses are defined as costs incurred by the Respondent(s) in the preparation of a Proposal, including, but not limited to, submitting the Response to Metropolitan; negotiating with Metropolitan any matter related to the Response, and any other expenses incurred by the Respondent(s) before the date of execution of a lease agreement.

1.5.16 Confidentiality

Metropolitan is subject to the California Public Records Act, California Government Code Section 6250 et. seq. (CPRA). Unless exempt from disclosure under the CPRA, all Metropolitan records are subject to disclosure to the public. Consequently, unless specifically required by the RFP, Respondent(s) should not submit personal data such as driver's license information, social security numbers, etc., to avoid the possibility of disclosing this personal information. In the event of a public records request, personal and financial information will be redacted in a manner consistent with the CPRA.

Respondent(s) may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including "trade secrets" under Evidence Code § 1060. Such supplemental information shall not be material to the required submittal information, and Metropolitan shall be under no obligation to consider such supplemental information in its evaluation.

If submitting confidential supplemental information, such information should be sectioned separately from the rest of the submittal and marked "CONFIDENTIAL."

1.5.17 Sample Lease Agreement

Attachment A is Metropolitan's sample Lease Agreement. Before submitting a response, Respondent(s) should carefully review the provisions outlined in the sample Lease. Metropolitan reserves the right to modify, add or delete any of the provisions of the sample Lease before execution.

1.5.18 Execution of Lease Agreement

Executing a Lease Agreement with any Respondent(s) is contingent upon a satisfactory evaluation of the Respondent(s)'s current operational and financial condition, the successful negotiation of terms and formal approval by Metropolitan's Board of Directors.

1.5.19 Certificate of Insurance

The selected Respondent(s) must provide Metropolitan with the required proof of insurance coverage before the lease is executed. The minimum insurance coverage is as follows:

- a. General Liability \$2,000,000
- b. Automobile Liability (for each accident) \$1,000,000
- c. Workers' Compensation: This shall be furnished in accordance with statutory requirements of the State of California and shall include the Employer's Liability coverage of \$1,000,000

per accident for bodily injury or disease.

SECTION 2: AVAILABLE LAND AND LEASING REQUIREMENTS

2.1 Overview of Available Land

Bacon Island (**Attachment B**) consists of approximately 5,600 gross acres of land, of which 5,000 acres may be considered farmable. Metropolitan is making available two separate parcels or the entire island. The leased premises may comprise Parcel A consisting of approximately 3330 acres and Parcel B consisting of approximately 2270 acres. All Respondent(s) are responsible for familiarizing themselves with the Property, including varying soil conditions (e.g., peat soils), high water table, and below sea level lands protected by levees, sufficiently to submit their Proposals. The Property has historically been farmed with seasonal crops, mainly corn and alfalfa. However, Metropolitan is seeking to stop or reverse subsidence by moving away from corn farming on Bacon Island and supporting other crops that will not contribute to ongoing subsidence.

Metropolitan is not providing any representations or warranties regarding the preexisting condition of infrastructures within the Property or their suitability for use. Reclamation District 2028_ ensures the toe ditches and drainage canals are operable for distributing water to support commercial farming operations. Irrigation ditches and water conveyance will be the responsibility of the Respondent(s).

2.2 Lease Term and Rent

Metropolitan proposes to lease these lands for an initial base term of five years with an option to extend for five additional years. The contracted rental rate outlined in the negotiated Lease Agreement will be based on the number of farmable acres mutually agreed upon under the Federal Agriculture Commission guidelines. Metropolitan is interested in a flexible rent structure, which is defined as a hybrid approach involving a pre-determined, guaranteed fixed amount at the beginning of the year (also known as the base rent) plus additional rent (also known as percentage rent) that is paid on top of the base rent after harvest based on a percentage split of the annual crop yield. The contracted rental rate may be subject to annual increases throughout the lease term. The proposed rent must be submitted using the format provided in Attachment G.

2.3 Use of the Property

Property use shall be for wildlife-friendly and subsidence reduction agricultural purposes only in compliance with all applicable local, state, and federal laws and regulations, including applying and managing pesticides, herbicides, and fertilizers. The selected Lessee's use and enjoyment of the Property shall be subject to all preexisting encumbrances. Metropolitan is seeking a commitment to cultivate crops that minimize or reduce land subsidence, such as rice. The selected Lessee shall be responsible for upkeep and maintenance of the farmable and non-farmable acres including vegetation management or weed control. Maintenance obligations under a lease agreement will not include the island perimeter levees, major irrigation drainage ditches, existing discharge pump stations, agricultural water diversion siphons, and wetland acreage.

Metropolitan prefers that the selected Lessee have the following equipment available onsite:

- A. long-reach excavator;
- B. loader;

- C. water truck;
- D. backhoe;
- E. grader;
- F. bulldozer;
- G. dump truck, and
- H. pickup truck.

In addition to having the above-referenced, specific equipment onsite, the selected Lessee shall have a dedicated staff person tasked with working closely with the Reclamation District on levee patrols. The Reclamation District shall compensate the selected Lessee for onsite equipment and joint maintenance or emergency response activities involving the selected Lessee and the Reclamation District. The selected Lessee's dedicated staff person shall be available for the functions described above, which may require being available on the lease premises on a 24-hour, 7-days-a-week basis. The selected Lessee shall coordinate with the Reclamation District related to equipment and personnel listed under Section 2.4.

2.4 Other Lease Requirements

Metropolitan will require the following provisions in any lease agreement(s):

- A. There is a provision for the selected Lessee(s) to make semi-annual lease payments, with the first payment amounting to at least fifty percent of the annual base rent due at the lease's execution.
- B. The selected Lessee is to be capable of performing emergency response activities to protect and preserve the integrity of the island, farmland, and island infrastructure, including but not limited to the levees, roads, ditches, irrigation canals, irrigation pumps, intake siphons, drainage discharge pipes, and structures.
- C. A reservation of right for Metropolitan to reduce the size and acreage of the property during the term of the lease for any reason whatsoever, including conducting surveys, testing, or other activities that may take land out of agricultural production, in lessors sole and absolute discretion during the lease term in exchange for a proportional rent reduction.
- D. The selected Lessee's compliance and collaboration with the local Reclamation District as needed to protect the island levee system and drainage function.
- E. In the event of any approved subletting of the rented parcels, a provision for the selected Lessee(s) to pay Metropolitan 50 percent of any sublease revenue or 50 percent of profits from sublease rental income may be included.
- F. The attached sample lease agreement outlines language regarding the assumption of risk, indemnity, and other provisions regarding the assignment of risk between the parties.

SECTION 3: EVALUATION PHASES AND CRITERIA

Respondent(s) will be evaluated in three phases as follows:

- The first evaluation consists of determining whether the Respondent(s) meets the minimum requirements.
- The second evaluation involves applying the initial evaluation criteria of six components in the table below to determine whether one or more Respondent(s) warrant an invitation to the Shortlist Interviews.

The third evaluation consists of deciding after, the interviews, whether one or more Respondent(s) warrant being selected to the Final List to commence negotiations. After Metropolitan receives the requested financial documents and completes a financial creditworthy analysis, an evaluation committee will apply the evaluation criteria to score all Proposals again, which will determine or impact final scores, lease negotiations and the likelihood of being recommended for an award of a lease agreement. At the end of this phase, Metropolitan shall determine whether (1) the negotiated lease includes acceptable deal terms; (2) the Respondent(s) provides the best value according to rent and crop phasing as well as the most emission reduction, subsidence, fish and wildlife benefits; and (3) the Respondent(s)'s lease serves the best interests of Metropolitan, including operational and financial viability.

An evaluation committee will perform the evaluations at all three phases. The committee will recommend the award of leases to Respondent(s) that offer the best value and serve Metropolitan's best interests.

Respondent(s) shall address each of the following criteria in their Proposal (see Section 4 for the specific Response Requirements):

Criteria 1:	Subsidence Reducing Farming Experience	25%
Criteria 2:	Proposed Rent	35%
Criteria 3:	Delta Farming Experience	10%
Criteria 4:	Property Maintenance and Protection	10%
Criteria 5:	Financial Viability	15%
Criteria 6:	Environmental Benefits	5%

3.1 Criteria 1: Subsidence Reducing Farming Experience

The evaluation committee will evaluate Proposals based on the Respondent(s)'s experience successfully growing a minimum of 500 acres of subsidence reducing crops, previous farming experience including maintaining infrastructure, including ditches and roads, maintaining weed and vegetation control, and maintaining at least 1,000 acres with weirs, water flow controls and irrigation ditches.

3.2 Criteria 2: Proposed Rent

The Proposal must identify the proposed crops and farmable acres in the required crop plan along with annual rental rates, and percentage rent.

Metropolitan is interested in a flexible rent structure, which is defined as a hybrid approach involving a pre-determined, guaranteed fixed amount at the beginning of the year (also known as the base rent) plus additional rent (also known as percentage rent) that is paid on top of the base rent after harvest based on a percentage split of the annual crop yield. For example, the annual base rent may be \$100 per acre plus a percentage of XX% for a share of net revenue. The base rent may be subject to annual increases throughout the lease term. The proposed rent must be submitted using the format provided in Attachment G.

An interested party is allowed to express interest and respond with three separate proposals as follows:

- a. Parcel A only (3,330 gross acres)
- b. Parcel B only (2,270 gross acres)
- c. Parcel A and B (5,600 gross acres)

When submitting proposals for more than one option, Respondents must submit separate crop plans identifying proposed crops and farmable acres along with annual rental rates, and percentage rent for Parcel A, Parcel B or Parcel A and B. Metropolitan reserves the right to determine the most advantageous leasing structure based on submitted proposals. The Proposal that includes the most favorable proposed rent, as determined by the evaluation committee, will score highest in this criterion.

Metropolitan expects the Respondent(s) to use their farming experience to forecast future prices for rice and the other proposed crops and to determine a commensurate rental rate and percentage split included in their Proposal.

3.3 Criteria 3: Delta Farming Experience

The Delta Islands are a unique agricultural area defined by a levee system to prevent river and ocean water intrusions, high groundwater levels, and variable soil and runoff conditions restricting crop types. These conditions may also vary widely from island to island.

Respondent(s) shall describe any farming history in the Delta or a climate and physical environment like the Delta islands with deeply subsided land.

3.4 Criteria 4: Property Maintenance and Protection

The Proposal should include a property maintenance and protection plan that will be scored or rated based on its comprehensiveness, readiness, responsiveness, and staffing and equipment availability information. The proposed strategy should include maintaining roads, ditches, irrigation canals, irrigation pumps, drainage discharge pipes, structures, and vegetation for the land that makes up the leased Property.

3.5 Criteria 5: Financial Viability

A review of the Respondent(s)'s personal credit report and/or Dun & Bradstreet business report will be performed, coupled with an analysis of the Respondent(s)'s financial and operational condition. This credit and financial data will be objectively examined to determine the Respondent(s)'s economic viability. The evaluation committee will give a higher rating or score for Respondent(s) deemed financially strong or viable.

3.6 Criteria 6: Environmental Benefits

The Proposal should include a comprehensive Water Management Plan outlining how the land will be managed to promote ecological and environmental benefits. This includes, but is not limited to, strategies that support fish and wildlife habitat, climate resilience, and carbon sequestration. The plan should detail specific practices such as seasonal flooding to provide beneficial habitat for migratory birds, shorebirds, and waterfowl, as well as the installation of cover crops or other conservation-based land treatments that enhance soil health, water retention, and biodiversity. Proposals demonstrating a clear and measurable commitment to long-term ecological sustainability will be viewed more favorably.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

The information requested below will be used to evaluate each Respondent(s)'s Proposal based on the criteria outlined in Section 3. Proposals shall be prepared simply and economically, providing straightforward, concise information to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. A material departure from the format requirements listed herein may render the Proposal non-responsive and, therefore, rejected. Proposals may be deemed non-responsive if all items listed in this Section are not addressed.

Proposals shall be organized in the following sections in the order presented below:

- A. Executive Summary Letter
- B. Minimum Qualifications
- C. Criteria 1 – Subsidence Reducing Farming Experience
- D. Criteria 2 – Proposed Rent
- E. Criteria 3 – Delta Farming Experience
- F. Criteria 4 – Property Maintenance and Protection
- G. Criteria 5 – Financial Viability
- H. Criteria 6 – Environmental Benefits
- I. Contact Information Form
- J. Respondent(s)'s Compliance Form
- K. Conflict of Interest Statement
- L. Sponsorship/Ownership Profile

4.1 Executive Summary Letter

Respondent(s) shall submit a brief signed letter that provides information regarding the business and Respondent(s)'s ability to perform the requirements of this RFP.

4.2 Minimum Qualifications

Respondent(s) shall herein demonstrate that it meets the minimum qualifications by identifying and providing a narrative on how it meets each of the minimum qualifications listed below. The Response may be deemed non-responsive and rejected if these minimum qualifications are unmet.

- A. Respondent(s) shall describe and document its ownership entity (A Sponsorship/Ownership Profile - Attachment G)
- G. Respondent(s) shall have experience farming at least at least 500 acres of subsidence reducing crops.
- B. Respondent(s) shall have experience performing vegetation, weed and other maintenance on at least 1,000 acres of land.

Respondent(s) shall have experience maintaining weirs, water flow control and irrigation ditches.

4.3 Criteria One – Subsidence Reducing Farming Experience

Respondent(s) shall briefly describe their history of farming and their experience with subsidence reducing farming.

4.4 Criteria Two – Proposed Rent

Respondent(s) shall state the proposed crop plan, farmable acres, annual rental rates, and percentage rent on Attachment G.

4.5 Criteria Three – Delta Farming Experience

Respondent(s) shall describe any farming history in the Delta or a climate and physical environment like the Delta islands with deeply subsidized land.

4.6 Criteria Four – Property Maintenance and Protection

The Respondent(s) shall provide a property protection plan that includes the following (as a minimum):

1. **Property and Levee Protection** – Respondent(s) shall identify farm staff/labor and equipment that would be available, as necessary, for performing emergency response activities or assisting Metropolitan and the Reclamation District to protect the island, farmland, and island infrastructure from including but not limited to the levees, roads, ditches, irrigation canals, irrigation pumps, intake siphons, drainage discharge pipes, and structures. The available equipment that could be provided includes a long-reach excavator, loader, water truck, backhoe, grader, bulldozer, dump truck, and pickup truck. A higher score will be awarded to those Respondent(s) who provide the most complete list of equipment and labor in the submittal evaluation phase.
2. **Facility Protection** – Respondent(s) shall identify farm staff/labor that would provide property maintenance and protection, including maintenance of roads, ditches, irrigation canals, irrigation pumps, drainage discharge pipes, structures, and vegetation maintenance.

4.7 Criteria Five – Financial Viability

At the time of selection for the Shortlist or Final List, Respondent(s) shall submit the financial documents outlined in Section 1.5.

4.8 Criteria Six – Environmental Benefits

The Proposal should include a Water Management Plan that outlines how the land will be managed to encourage wildlife benefits (e.g., flooding to enable beneficial use for migratory birds, shorebirds, and waterfowl or installation of cover crops).

4.9 Contact Information Form

Respondent(s) shall complete and submit Attachment C.

4.10 Respondent(s)'s Compliance Form

Respondent(s) shall complete and submit Attachment D.

- Validity of Response
- Statement of Compliance
- Certificate of Insurance
- Financial Information

4.11 Conflict of Interest Statement

Respondent(s) shall complete and submit Attachment E.

4.12 Sponsorship/Ownership Profile

Respondent(s) shall complete and submit the Sponsorship/Ownership Profile (Attachment F). Verification of information provided in Attachment F will be required during lease negotiations.

4.13 Proposed Rent Schedule

Respondent(s) shall complete and submit Attachment G, outlining the proposed rental rates, farmable acres, percentage share and annual rent amounts for various crops and grazing.