

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



QUESTIONS AND ANSWERS

April 21, 2025

The following list is comprised of questions and requests for clarification to the Request for Proposals submitted by potential proposers. Language has been paraphrased and edited for purposes of readability. Metropolitan does not warrant or guaranty the accuracy of information provided by Metropolitan; proposers should independently confirm Property conditions and status.

Question #1: What are the respective maintenance obligations and financial responsibilities of Metropolitan, the Reclamation District, and the tenant regarding the property?

Answer: The lessee will be responsible for all maintenance, weed abatement and soil management within the premises except for certain infrastructure or equipment as defined in the lease agreement.

Question #2: Who is responsible for operating and maintaining the existing pump stations?

Answer: Reclamation District #2028.

Question #3: Which interior ditches are the responsibility of the tenant to maintain?

Answer: The Reclamation District maintains facilities in the levee footprint, including the siphons, pump stations, (including discharge pumps/pipes), toe ditches, and main drainage canals (gravity flows south to north and east to west to the two existing pumps stations). The lessee will be responsible for all interior field irrigation/ditches. See attached.

Question #4: When was the last levee breach on Bacon Island, and what corrective actions were taken?

Answer: Bacon was reclaimed in 1916 and was flooded in 1938. Any breach was repaired per methods at that time (adding fill to the levee breach, landside footprint, and crest). Additional information may be available from Reclamation District #2028.

Question #5: Who is responsible for funding capital improvements (e.g., pump station upgrades, levee reinforcements)?

Answer: Pump station upgrades (funded by Metropolitan)
Levee enhancements/maintenance, toe ditches, and drainage facilities under responsibility of Reclamation District #2028 are funded by Metropolitan through annual assessments.

Question #6: Are there any tenant improvement allowances available?

Answer: There will not be any tenant improvement allowances.

Question #7: Have any recent efficiency tests been conducted on the pump stations? Do current pumping systems meet the water requirements for cultivating rice crops?

Answer: Yes, recently pump efficiency tests were conducted and currently under review. (Please refer to the attached pump performance tests). In addition, drainage discharge facilities should meet water requirements for rice cultivation.

Question #8: Are there plans in place to improve pump station capacity in the near future?

Answer: There are plans to have a standby pump bay as a part of the pump station rehabilitation design for each pump station to offer additional pumping flexibility and future pumping capacity needs.

Question #9: What long-term plans exist for upgrading the current pump stations to accommodate expanded rice farming operations?

Answer: Pump station rehabilitation is currently covered under Metropolitan's CIP Program for the next 5 years.

Question #10: Are the existing residential structures on Bacon Island available for the new lessee? If so, under what conditions?

Answer: The residential structures will not be available to the new lessee. It is expected that the new lessee will provide trailers or other existing (case-by-case) facilities to house staff, if needed.

Question #11: What is the current condition and capacity of these facilities, and are there any limitations associated with their use?

Answer: See answer to question #10.

Question #12: Where does the public county road terminate, and the reclamation district road begin? Who holds maintenance responsibilities for each segment of the access road?

Answer: The County Road after the entrance bridge is the asphalt road that goes south to north and terminates at the Mandeville Island Bridge (maintenance is covered by San Joaquin County). The county road levee portion is maintained by Reclamation District #2028, in addition to non-county road gravel levee crest road. The interior dirt roads on Bacon Island demarks local island roads or farmer roads and maintained by the farmer tenant.

Question #13: What is the minimum number of acres of rice that must be planted?

Answer: Metropolitan would like to see 200-400 acres of rice planted within the initial year and 2,500 acres of rice planted within the initial five years. Rice is the preferred crop, but other (non-subsistence contributing) crops and grazing may be viable as noted in the response to Question 32.

Question #14: Is there any soil-related data available, such as soil lab tests, surveys, etc? If yes, please provide.

Answer: Yes. Soil type and thickness maps are provided herein for your reference.

Question #15: Are topographic survey maps available? If yes, please provide.

Answer: The 2017 Delta LiDAR Survey conducted by the California Department of Water Resources (DWR) includes topographic mapping of the island and is included herein for your reference. Additional elevation data may be available through Google Earth.

Question #16: Is there any data available on water quality analysis? If yes, please provide.

Answer: Water quality monitoring reports from the San Joaquin County & Delta Water Quality Coalition are received periodically. Recent reports covering 2024–2025 are provided herein for your reference.

Question #17: Are there any known water quality or salinity problems? If yes, please elaborate.

Answer: Please refer to question #16 above. These reports include information on any notable water quality or salinity concerns.

Question #18: Is there production data available, including crops planted, the year planted, and yields? If yes, please provide.

Answer: Historical crop acreage data, verified through FSA reporting over a recent previous five-year period, is provided herein for your reference.

Question #19: Are there any agreements or stipulations in place regarding the current tenants vacating and cleaning up the property? What is the expected timeline for this?

Answer: The current lease agreement as amended expires on January 31, 2026. Metropolitan expects to regain possession of the property at the end of the term and have it available for occupancy.

Question #20: Are there any known regulations against organic crop production (from mosquito control districts, or others)?

Answer: Metropolitan is not aware of any restrictions against organic crop production in San Joaquin County, including from mosquito abatement districts or other entities. Interested parties should research the regulations of the appropriate local authorities.

Question #21: Can we access the property to collect soil or water quality samples independently?

Answer: Independent sampling is not permitted prior to lease execution. Access may be considered after the lease is in place, subject to MWD's approval and coordination.

Question #22: Has there been a history of trespassing, vandalism, or problems with crime on the island? If so, please elaborate.

Answer: There have been a few reported incidents of trespassing, including some instances of illegal duck hunting. These occurrences have been infrequent.

Question #23: Has there been any history of water curtailment specific to the Bacon Island riparian right(s)? If so, please elaborate.

Answer: **No. There is no known history of curtailment specific to the island's riparian rights.**

Question #24: Can we get a copy of the water right(s) associated with the island? If so, please provide.

Answer: **Water rights documentation is maintained by the State Water Resources Control Board and can be accessed directly through their public records.**

Question #25: What is the siphon capacity (gallons/minute or CFS)?

Answer: **Please see the attached Conveyance System Map for siphon locations and their corresponding size. Here are the estimated flow rates for the siphons based on meter data across the MWD Delta Islands (please note that these are estimates and independent results will vary):**

12in – up to 3500 gpm

14in – up to 5000 gpm

16in – up to 6500 gpm

18in – up to 8250 gpm

24in – up to 13000 gpm

Question #26: What is the pumping capacity (gallons/minute or CFS)?

Answer: **Recent pump efficiency test reports from a separate RFP process contain this information and will be shared.**

Question #27: What are the rules associated with utilizing portable pumps or similar pieces of equipment to add to the water capacity into or off of the island?

Answer: **Any portable pumping equipment that crosses levees or main irrigation canals must be reviewed and approved by Reclamation District #2028. Coordination with the RD engineer is required.**

Question #28: Any there any known infrastructure problems? At the pumping plant or other? Are there details or plans for repairs and/or updates?

Answer: **There are no current infrastructure issues. One pump at the West Pump Station is currently being scheduled to be installed. RD #2028 monitors and maintains all infrastructure regularly (weekly) and undertake repairs as needed.**

Question #29: Who pays for utilities for pumping water off the island?

Answer: Reclamation District #2028 pays for utilities related to water discharge from the island.

Question #30: Is there hunting on the island? Who controls hunting and/or has the hunting rights?

Answer: Hunting is not addressed in the RFP. At this time, MWD retains all rights not explicitly granted through the lease, including hunting rights. Any proposals or questions related to hunting rights would need to be raised and evaluated as part of lease negotiations, if considered at all.

Question #31: Please confirm the CURRENT capacity of the Reclamation District pumps. There are currently six pumps; however, one has been inoperable for the last four months so please give us the current capacity excluding the inoperable pump. Also, in the event that rice is planted, and the pumps are inoperable or inadequate to remove the water in a timely manner so that rice harvest can be completed by farmer, is the Reclamation District prepared to approve pumping outside of the allowed limited Time of Use hours which would result in increased costs to Reclamation District? It was stated that plans are in effect to upgrade and make pumps more efficient. Are there plans to address the issue of the declining freeboard? Will this be a separate project or combined with the proposed upgrade and efficiency work mentioned? What is the source of funding for this work i.e., MWD or some sort of government appropriation? What is a realistic timeframe for upgraded pumps to be up and running and what would the new capacity be?

Answer: Recent pump test results for five operational pumps are provided herein for your reference. One pump at the North Station is under repair and expected back online within weeks. RD #2028 coordinates pumping schedules with tenants and can offer flexibility during PG&E peak periods. Upgrades are funded through owner assessments, state reimbursements, and grants. Timing for new capacity improvements is contingent on funding cycles.

Question #32:

In the event that rice cannot be successfully planted in any given year due to any of the reasons set forth in Section 1.3 of the Sample Lease, or inadequacy of pumps, what are the alternative crops that MWD would approve? It was stated that corn is not wanted by MWD, but what specific crops could be substituted for the rice? Would any corn be allowed? alfalfa? potatoes? sunflower? oats? blueberries? Please be specific. Does MWD recognize perennials such as alfalfa as beneficial? A ranking of the crops other than rice which MWD accepts as meeting the subsidence and environmental goals MWD has would be helpful to RFP respondents. Please confirm or explain if farmer would still be responsible for all weed control and rent on all of the leased land, even if the farmer is not allowed by MWD to plant a crop, and, therefore, not receive any revenue?

Answer:

If rice cannot be planted in a given year due to the reasons outlined in Section 1.3 of the Sample Lease or as a result of pump limitations, Metropolitan will consider alternative crops that are low-tillage and promote soil health. Acceptable alternatives may include alfalfa, forage grasses, and grain crops such as wheat or oats, which can serve as cover or rotational crops.

Crops like alfalfa are recognized for their beneficial qualities, including reduced soil disturbance and oxidation potential. Crops such as corn or high-disturbance annuals are generally discouraged, but Metropolitan will evaluate all proposed crops on a case-by-case basis.

Respondents are required to submit a detailed crop plan as part of their proposal. Metropolitan will evaluate all proposed crops based on the plan submitted and their alignment with the District's soil health, subsidence reduction, and environmental management goals.

Regardless of whether a crop is ultimately planted, tenants remain responsible for maintaining full weed control and paying rent on all leased acreage. In such cases, a viable cover or rotational crop is expected to be selected and implemented.

Question #33:

If rice production and the standing water necessary for production results in an increase in mosquitos and liability for any diseases caused by the standing water, will MWD indemnify and hold harmless the lessee from any future claims or litigation?

Answer:

No, MWD will not indemnify or hold harmless the lessee. Rice farming should entail industry best practices including mosquito control and abatement efforts. It is a standard provision of Metropolitan's lease that the lessee shall defend, indemnify, and hold harmless MWD for damages or injuries caused by the lessee.

Question #34: At the site visit, it was stated that here are no minimum rice acres. Please confirm this. Also, sample lease language refers to maximum acres of other non-rice crop acres as well as minimum rice acres required in the table beginning on page 2 for a five-year term. Also, Section 1.4 refers to maximum and minimum acres of specific crops. Are there any designated maximum or minimum of acres of specific crops that MWD recognizes or are these a flexible variable that is not standard and can be determined by MWD depending upon criteria not obvious. How will MWD assure that this variable is not arbitrary and/or capricious and is equitable to all respondents to RFP?? Please clarify.

Answer: **MWD would like to see 200-400 acres of rice planted within the initial year and 2,500 acres of rice planted within the initial five years. Rice is the preferred crop, but other crops and grazing may be viable as noted in the response to Question 32.**

Question #35: Please clarify the directions regarding Attachment D, Respondent's Compliance Form, where either a "statement of compliance" or a list of exceptions to everything included in the sample agreement terms and conditions is required to be listed on Attachment D. If a statement of compliance option is chosen by farmer, does that preclude any negotiations from happening at time of negotiations on the specifics contained in the sample lease and other documents mentioned? I am confused as to what the farmer or lessee is actually being requested to "comply" to at this point as it appears this form is to be submitted prior to the negotiation phase?

Answer: **The Statement of Compliance is intended to confirm that the respondent has reviewed the RFP and sample lease agreement, and is generally aligned with the terms and conditions. Submitting a statement of full compliance at this stage does not prevent lease negotiations from occurring later if you are selected to move forward. This step helps us understand if there are any major issues or concerns upfront. If you do foresee specific provisions that may need revision, you are encouraged to list those as exceptions now. However, if you are generally comfortable with the agreement as presented, you may submit a full statement of compliance and still retain the ability to negotiate final lease terms during the negotiation phase.**