

**TOWN OF PRINCEVILLE  
STATE OF NORTH CAROLINA**



**REQUEST FOR QUOTE NO. 2021-001**

Offers will be publicly opened: February 11, 2021

Issue Date: January 4, 2021

**Refer ALL inquiries regarding this RFP to:**

Dr. Glenda Knight, Town Manager

gknight@townofprinceville.com

252-823-1057office. 252-824-0430 facsimile

88 Acre Farm Lease/ Parcels 1, 2, 4, 5, 6 14 &15

Description: Request for Quotes Farm Lease

**OFFER AND ACCEPTANCE:** The Town of Princeville seeks offers for the Services and/or goods described in this solicitation. All offers and responses received shall be treated as offers to contract. The acceptance of any offer must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFQ, Specifications of the RFQ, the Town of Princeville Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

**2020 FARMLAND LEASE BID FORM**

Parcels	Acres	Price / Acre	Rent per year		
1	19.75				
2	10.57				
4	19.86				
5	31.28				
6	1.57 non crop				
14	6.06 non crop				
15	0.05 non crop				

**EXECUTION:** In compliance with this Request for Quote and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for forty-five (45) days from date of offer opening unless otherwise stated here: \_\_\_\_ days

**ACCEPTANCE OF OFFER:** If any or all parts of this offer are accepted, an authorized representative of AGENCY shall affix their signature hereto and this document and the documents identified above shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the awarded Vendor(s).

**FOR AGENCY USE ONLY**

Offer accepted and contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, as indicated on attached certification, by \_\_\_\_\_ (Authorized representative of AGENCY).

**DELIVERY INSTRUCTIONS:** Deliver **one (1) signed, executed electronic copy** of the offer on a USB Flash Drive(s). (or you can use this: **one (1) signed original executed offer, and one (1) copy of the executed offer response**). **Vendor must include all the pages of this solicitation in their response.** The files must not be password-protected and should be capable of being copied to other media. Offers submitted via facsimile (FAX) machine, telephone or email in response to this will not be accepted.

Address envelope and insert offer number as shown below. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **It is the responsibility of the Vendor to have the offer in this Office by the specified time and date of opening.**

<b>DELIVER TO:</b>
Town of Princeville Attn: Dr. Glenda Knight, Town Manager 3003 North Main Street Tarboro, North Carolina 27886

Sealed offers, subject to the conditions made a part hereof, will be received by February 4, 2021 by 5:00pm Eastern Standard Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Failure to return a signed offer shall result in disqualification.

This RFQ is available electronically at [www.townofprinceville.com](http://www.townofprinceville.com) All inquiries regarding the RFQ specifications or requirements are to be addressed to the contact person listed on Page One.

**BID-INSTRUCTIONS.** Responses to this request must include a net rent per year proposed to the Town, inclusive of all fees and expenses. Quotes must be identified as January 2021 – December 2021 Farmland Lease Quote and directed to, Dr. Glenda Knight Town Manager. Quotes must be delivered to the Town Hall, 3003 North Main St. Tarboro, NC 27886 before 5pm on February 4, 2021. Please ensure the quote documents are in an 8.5 x 11 format. Bidders are solely responsible for ensuring that quotes arrive on time. **Late quotes will not be accepted.** The Town of Princeville reserves the right to accept any quote, reject any or all quotes, or to waive formalities in the best interest of the Town

**NON-RESPONSIVE OFFERS:** Vendor offers will be deemed non-responsive by the Town of Princeville and will be rejected without further consideration or evaluation if statements such as the following are included:

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “The Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent.

**Any** questions concerning this RFP will be received until JANAURY 17, 2021 at 5:00 pm Eastern Standard Time. They must be sent via e-mail to: [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com) or faxed to XXX-XXX-XXXX. Please insert “Questions FARMLAND-2021-001” as the subject for the email. The questions should be submitted in the following format:

Citation	Vendor Question	The Town of Princeville's Response
Offer Section, Page Number		

The Town will prepare responses to all written questions submitted and post an addendum to the Town of Princeville website. Oral answers are not binding on the Town.

**Vendor contact regarding this RFQ with anyone other than the Town Manager may be grounds for rejection of said Vendor's offer.**

**BASIS FOR REJECTION:** Pursuant to 9 NCAC 06B.0401, the Town of Princeville reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

**NOTICE TO VENDORS:** The Town of Princeville may, but will not be required to evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Offer and response(s), the Offer agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by the State.

**LATE OFFERS:** Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

**POINTS OF CONTACT:** Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP is only permitted if expressly agreed to by the procurement officer named on page 2, or upon award of contract:

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## **I. Introduction**

This Request for Quote (RFQ) is to assist The Town of Princeville to lease certain tillable land for the purposes of crop farming, including land cultivation and harvesting of crops, subject to certain rights, licenses, and privileges. The Town of Princeville invites interested persons to submit quotes to lease land for the purpose of soil cultivation and crop production. Information regarding available land is in the quote packet.

## **II. Bidding Information**

### **A. Procurement Schedule**

The Town of Princeville will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	Town of Princeville	01/04/21
Pre-Offer Conference; receive questions from Vendors	Town Manager	01/13/21
Response to Written Questions/RFP Amendments	Town of Princeville	01/17/21
Submission of Offer	Vendor(s)	02/04/21
Offer Evaluation	Evaluation Committee	02/11/21
Selection of Finalists	Town of Princeville	02/15/21
Contract Award	Town of Princeville	02/22/21
Protest Deadline	Vendors	15 days after award

### **B. General Conditions for Proposals**

- 1) **READ AND REVIEW:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 2) **ORAL EXPLANATIONS:** The Town of Princeville will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFQ with anyone other than the Agency contact or procurement officer named above may be

grounds for rejection of said Vendor's offer. Agency contact regarding this RFQ with any Vendor may be grounds for cancellation of this RFP.

- 3) **CONFLICT OF INTEREST:** Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- 4) **CONTRACT TERM:** A contract awarded pursuant to this RFP shall have an effective date as provided in the Certification of Award. The term shall be **one (1) year**, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The Town of Princeville retains the option to extend the Agreement for **two (2) additional one (1) year periods** at its sole discretion.
- 5) **EFFECTIVE DATE:** This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the Town of Princeville until the appropriate Town authority/official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the Town official, and that date has arrived or passed. No contract shall be binding on the State until a transfer of funds has been made for payment of the sums due under the Agreement.
- 6) **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, the Town of Princeville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 7) **RIGHTS RESERVED:** While the Town of Princeville has every intention to award a contract as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the Town of Princeville to award a contract. Upon determining that any of the following would be in its best interests, the Town may:
  - a) waive any formality;
  - b) amend the solicitation;
  - c) cancel or terminate this RFQ;
  - d) reject any or all offers received in response to this RFQ;
  - e) waive any undesirable, inconsequential, or inconsistent provisions of this RFQ;
  - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
  - g) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.
- 8) **SUBMITTING AN OFFER:** Each Vendor submitting an offer warrants and represents that:
  - a) The offer is based upon an understanding of the specifications and requirements described in this RFP.
  - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.
- 9) **SUBMITTED MATERIALS:** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.
- 10) **MODIFICATIONS TO OFFER:** An offer may not be unilaterally modified by the Vendor.

#### **D. Evaluation Process**

- 1) **BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of

ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. Evaluation shall also include compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

- 2) **SOURCE SELECTION:** A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.
  - a) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the Town may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms.
  - b) Evaluation Process Explanation. The Town of Princeville will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFQ materials or Offer shall have specific page numbers and sections stated in the reference.
  - c) To be eligible for consideration, a Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFQ may be deemed deficient. Further, a serious deficiency in the offer to any one factor may be grounds for rejection regardless of overall score.
  - d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.
- 3) **BEST AND FINAL OFFERS (BAFO):** If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional weight to the Vendors' respective offer. Additional weight awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned weights to attain their final ranking.
- 4) **EVALUATION CRITERIA:** Each of the criteria below shall be evaluated in accordance with the solicitation documents:
  - a) Substantial Conformity to Solicitation Specifications
  - b) Strength of references relevant or material to specifications.
  - c) Cost
  - d) References and ability to engage in soil cultivation and crop production responsibly
- 5) **PAST PERFORMANCE:** The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.



6) **EVALUATION METHOD:** (1) Narrative with Proposal: 25%; (2) Lease Agreement Price per Acre: 25%; (3) References/Experience 25%; (4) Adherence to Insurance Requirements: 25%

## E. Technical Requirements

- **FINANCIAL STATEMENTS:** The Town of Princeville must determine that a Vendor has sufficient financial resources to perform. GS 143B-1350(h1). The Vendor shall provide evidence of financial stability with its response to this RFQ as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.
  - a. For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, The Vendor must explain the reason why they are not available.
  - b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
  - c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

## II. Proposal Content and Organization

### 1. TAXES AND ASSESSEMENTS

Lessee shall list and promptly pay when the same shall become due all taxes, levies and assessment upon the equipment, crops and other personal property of the lessee located upon the premises. Any quote may be withdrawn or modified by written request, provided such request is received by the town at the above address prior to the date and time established for receipt of quotes. The cost of preparing a response to this RFQ, including site visits, are the Bidder's sole responsibility and will not be reimbursed by The Town of Princeville.

### 2. QUALIFICATIONS OF BIDDERS:

Bidders must demonstrate the capability to engage in soil cultivation and crop production competently and responsibly and to comply with the Lease Agreement. The Town of Princeville may make that investigation as it deems necessary to determine the ability of a bidder to do so. The Town reserves the right to reject any quote if the bidder fails to satisfy the Town that they are qualified to perform the work contemplated.

The Town may, in its sole discretion, require bidders to submit sworn statements as to financial ability, equipment and experience in soil cultivation and crop production, and other matters that the Town requires for the protection and welfare of the public in the performance of the Lease Agreement. Bidders offering quotes are strongly encouraged to incorporate such information into their quotes.

**3. CONSIDERATION/AWARD OF LEASE AGREEMENT:**

The Town reserves the right to reject any or all quotes, to award the contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or formalities and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the owner.

The Town of Princeville will consider all elements entering the question determining the qualifications and responsibility of a bidder. The award of this contract shall be to the highest qualified and responsible bidder offering a compliant quote. A qualified and responsible bidder is one who is not only financially able, but one who demonstrates good judgment, skill, ability, capacity, and integrity requisite and necessary to perform the Lease Agreement according to its terms.

The Town of Princeville may supplement or change instructions and specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum.

Any addendum will be forwarded to all persons who submitted a quote and will be posted on the Town’s website. The Town of Princeville and/or its designee may choose to conduct interviews of qualified and responsible bidders. Further, qualified, and responsible bidders may be required to make presentation[s] to the Town or its designee.

**4. LEASE AGREEMENT:**

The successful bidder shall execute a Lease Agreement within thirty (30) days after notice of award of the Lease Agreement is given. The RFQ, Instructions and Specifications, and Quote in their entirety form the primary basis of the Lease Agreement. The Town of Princeville reserves the right to supplement the Lease Agreement after quote consideration and award. The Town will consider supplemental Lease Agreement language submitted by the selected respondent.

**5. LAWS, LABOR LAWS, and EQUAL EMPLOYMENT OPPORTUNITY**

The selected bidder, as well as The Town of Princeville, must abide by and shall be subject to all applicable Federal, State and Municipal laws, ordinances, and regulations. Additionally, the selected bidder shall obey and abide by all the laws of the State of North Carolina relating to the employment of labor.

**6. INDEMNIFICATION AND HOLD HARMLESS**

The resulting executed contract from this RFQ will contain the following language: It is further agreed that the selected firm ( separately and collectively the Indemnatee\*) shall indemnify, hold harmless , and defend the Town as well as its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the selected bidder under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes or action, suits or liability arise in whole or in part from the negligence of the Town, any other party indemnified hereunder, the selected bidder or any third party.

**7. RESTRICTIONS**

Hunting is strictly prohibited on all leased parcels. Only the use of FDA approved chemicals allowed. Vendor must indicate in proposal the type of crop intended for planting and provide a list of chemicals used for the growing season. A list of all equipment used by the lessee shall be also provide. The Town of Princeville shall not be liable for any equipment, used, stolen or damaged during the Vendor’s tenancy

**8. INSURANCES**

The selected bidder shall procure and maintain during the life of the contract the following insurance coverage from a company or companies licensed to sell insurance in North Carolina with a Best rating, or equivalent: Workers Compensation in compliance with North Carolina law; Comprehensive General

Liability Insurance in the amount of **\$1,000,000** each occurrence for Bodily Injury Liability and Property Damage Liability.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of **\$1,000,000** per occurrence. Insurance on occurrence basis coverage shall be maintained without interruption from date of commencement of operations under the contract until the date herein specified that coverage is no longer required. It is understood and agreed by naming

The Town of Princeville as additional insured, coverage afforded is considered to be primary and any other insurance The Town of Princeville may have in effect shall be considered secondary and/or excess. All certificates of insurance must be forwarded to The Town of Princeville prior to commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to The Town of Princeville.

## **Attachment A. Attachments or Exhibits**

1. Exhibit A: 2021 Parcel Location Base Image