



REQUEST FOR QUOTATION

City of Suffolk
RFQ No. 2014-00054-CN
February 5, 2014
Purchasing Division
441 Market Street, Room 105
Suffolk, VA 23434

Phone: (757) 514-7523 Fax: (757) 514-7524

Farm Lease – Northgate Commerce Park

Quotations subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in the bid.

LEASE OF FARM LAND – The intent of this Request for Quotation is to lease for the purpose of farming approximately twenty-two (22) acres of farmable land owned by the Economic Development Authority (EDA). The land is located at Northgate Commerce Park, 155 Industrial Drive, Suffolk, Virginia. The lease period will be for a period of up to five (5) years.

Quotes due: Prior to 3:00 p.m. March 20, 2014

Contract Officer: _____

Cindy Norfleet, CPPB, Senior Buyer, cnorfleet@suffolkva.us

The Senior Buyer, Cindy Norfleet, is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to her at this email address: cnorfleet@suffolkva.us. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement

**** SUBMIT QUOTATION FORM TO THE CITY OF SUFFOLK'S PURCHASING DIVISION. Quotes may be faxed to (757) 514-7524 or e-mailed to Cindy Norfleet, Senior Buyer, at cnorfleet@suffolkva.us****

REQUEST FOR QUOTATION

Farm Lease – Northgate Commerce Park

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Prepared By: Cindy L. Norfleet Date: February 5, 2014
Senior Buyer

1.0 PURPOSE

The intent of this Invitation for Bid is to offer for lease City property for the purpose of farming. Location that may be leased is as follows:

Farm No. 4649 Tract No. 5369 21.99 acres of cropland

A map of the location is attached.

2.0 COMPETITION INTENDED

It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source.

3.0 TERM OF LEASE

The initial term of the LEASE shall begin immediately upon execution of the contract and will continue through December 31, 2014, or as soon thereafter as practicable to allow the harvest of the current winter/spring crop. At the sole option of the Lessor, the LEASE may continue in force thereafter on a calendar year basis not to exceed an additional four (4) years through December 31, 2018.

4.0 PROPERTY DESCRIPTION

A. Farm No; 4659, Tract No. 5369

All that certain piece, parcel or tract of land situated in the northern end of the City at Northgate Commerce Park, 155 Industrial Drive, generally identified as Tract No. 5369, Farm No. 4649 (FSA Office) consisting of 21.99 acres of tillable soil, more or less.

B. Inspection of Property

It will be the responsibility of the bidder to schedule a visit to view the tract offered for lease to determine what percentage of the land is useable for farming. Some areas may be overgrown with vegetation and unsuitable for farming.

For inspection of property contact Jennifer Schmack with the City of Suffolk's Department of Economic Development at (757) 514-4047.

5.0 LESSEE'S RESPONSIBILITIES

- A. During the lease period, the Lessee shall be responsible for any damage incurred either directly or indirectly that may be caused by the Lessee or his employees to any City property, to include dirt roads. The Lessee (and his employees) will be required to observe all posted speed limit signs and to minimize damage to dirt roads caused by heavy farm machinery.

The Lessee will be required to add dirt or grade roads which may have been damaged as a result of its usage for farm equipment or vehicles.

- B. The Lessee shall not erect any signs or permit the erection of any signs on the Premises without the previous written consent of the Lessor, nor will the Lessee be permitted to do any hunting, trapping, or fishing, or permit anyone to enter the Premises for the purpose of hunting, trapping, or fishing.
- C. The Lessee shall, at his own cost and expense, establish and maintain an access for his use within the boundaries designated by the Lessor.
- D. The Lessee shall keep the entire parcel clean and clear of hazardous materials.
- E. The Lessee shall not cut growing timber, if there is any, upon the said premises.
- F. At the expiration, or other sooner termination of the term, the Lessee shall surrender up unto the said Lessor the demised premises in good condition, reasonable wear and tear expected.

6.0 LEASE TERMS AND CONDITIONS

It is the City's intent to negotiate and execute a Lease Agreement (Lease) with the highest responsive and responsible identified during the Request for Quotation. The Lease terms shall include, but will not be limited to, the following:

A. Rent/Term/Renewals

The initial term of the Lease shall begin upon signature of Agreement and will continue through December 31, 2014, or as soon thereafter as practicable to allow the harvest of the current winter/spring crop. At the sole option of the Lessor, the Lease may continue in force thereafter on a calendar year basis not to exceed an additional four (4) years through December 31, 2018. Lessee shall pay rent to the Lessor the lump sum of \$_____ for the initial term and \$_____ per year for each subsequent year that the Lease may be continued. Rent for the initial term shall be payable immediately; rent for subsequent years shall be payable on or before December 31st of the then current year.

B. Lessee's Responsibilities

During the lease period, the Lessee shall be responsible for any damage incurred either directly or indirectly that may be caused by the Lessee or his employees to any City property to include dirt roads, fencing, posts, chains, or property. The Lessee (and his employees) will be required to observe all posted speed limit signs and to minimize damage to dirt roads caused by heavy farm machinery.

The Lessee will be required to add dirt or grade roads which may have been damaged as a result of its usage for farm equipment or vehicles. Posts and fencing damaged or removed by the Lessee will be replaced as needed by the City; costs incurred will be billed to the Lessee.

The Lessee shall not erect any signs or permit the erection of any signs on the Premises without the previous written consent of the Lessor, nor will the Lessee be permitted to do any hunting, trapping, or fishing, or permit anyone to enter the Premises for the purpose of hunting, trapping, or fishing.

The Lessee shall, at his own cost and expense, maintain any fences on the demised premises in good repair. He will, at his own cost and expense, establish and maintain an access for his use within the boundaries designated by the Lessor.

The Lessee shall keep the entire parcel clean and clear of hazardous materials. City hereby represents to the Lessee, that to the best of the City's knowledge, without the requirement for independent investigation, no hazardous material such as petroleum products, asbestos and any other hazardous or toxic substance has been used, disposed of, or is located on the Premises or the soil or groundwater on or under the Premises. Any costs associated with violations of the law on the Premises including, but not limited to, remediations, clean-up costs, fines, administrative or civil penalties or charges, and third party claims imposed on the City by any regulatory agency or by any third party as a result of the noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by the Lessee or by its employees, contractors, consultants, subconsultants, or any other persons, corporations or legal entities retained by it for the leased Premises, shall be paid by the Lessee.

The Lessee shall not cut growing timber, if there is any, upon the said Premises.

At the expiration, or other sooner termination of the term, the Lessee shall surrender unto the said Lessor the demised premises in good condition, reasonable wear and tear expected.

The Lessee will be issued keys, if needed, for access to the Premises. It will be the responsibility of the Lessee to distribute keys to his employees. Gates (chains) must be locked when the park/area is closed to prevent public access after hours. A penalty of fifty dollars (\$50.00) per occurrence will be assessed each time gates are left unlocked during hours when the park/area is closed. Failure to keep the gates secured may be grounds for terminating the Lease.

C. Insurance

Lessee shall purchase and maintain the following insurance coverage:

1. Workers Compensation

As statutorily required by the Commonwealth of Virginia. Employers Liability, minimum requirement \$1,000,000.

2. Commercial General Liability

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$ 50,000	Fire Damage Limit
\$ 5,000	Medical Expense Limit

3. Auto Liability insurance

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$ 5,000	Medical Expense Limit

4. Should the Lessee lease his equipment, it shall be the Lessee's responsibility to obtain any necessary additional insurance, at Lessee's expense.

5. A certificate evidencing the above insurance coverage shall be provided by the Lessee to the City of Suffolk at the time of lease execution. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Lessee's responsibility to keep the required insurance coverage's in full force, and without lapse, during the entire term of this Lease. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.

6. All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A:VII.

D. Hold Harmless Claus

The Lessee shall indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Lessee, the Lessee's agents, employees occurring in connection with the lease of the Premises described herein.

E. Safety

The Lessee shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be

held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the leased premises.

F. Method of Payment

Rent for the initial term shall be paid immediately to the Lessor for the year beginning January 1, 2014 through December 31, 2014; rent for subsequent years shall be payable on or before December 31st of the then current year.

G. Assignment of Lease

This Lease may not be assigned in whole or in part without the written consent of the Purchasing Agent.

H. Termination without Cause

The Lessor, during any term of this Lease, shall have the right and privilege to terminate this Lease with thirty (30) days prior written notice to the Lessee. Any rent paid in advance shall be refunded to the Lessee.

I. Termination with Cause/Default/Cancellation

In the event that Lessee shall for any reason or through any cause be in default of the terms of this Lease, the City may give Lessee written notice of such default by certified mail/return receipt requested at the address set forth in Lessee's Bid Proposal or as provided in this Lease.

Unless otherwise provided, Lessee shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Lessee to cure the default, the City may immediately cancel and terminate this Lease as of the mailing date of the default notice and shall, at its option, re-enter and take possession of the premises.

In the event of violations of law, safety or health standards and regulations, this Lease may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

J. Severability

If any part, term, or provision of this Lease, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Lease document shall not affect the validity of any other provision or portion of the Lease documents.

K. Applicable Laws/Compliance with Laws/Venue

This Lease shall be governed in all respects by the laws of the Commonwealth of Virginia. The parties agree to the exclusive jurisdiction of a court of competent jurisdiction in the City of Suffolk, Virginia.

Lessee shall comply with all laws, rules and regulations of Lessor and all other governmental authorities respecting the use, operation and activities on the Premises, including all applicable environmental Laws, and shall not make or be a party to any unlawful, improper or offensive use of such premises or nuisance thereon.

L. Lessor's Right of Entry

IT IS FURTHER UNDERSTOOD AND AGREED between the parties that the Lessor reserves the right for its designated agents and employees or others as it may designate to go on the said premises at any time and to go upon, across and over the land with all necessary equipment as it may desire; it being understood and agreed, however, between the said parties that should the Lessor, while upon the Premises, damage any of the crops of the Lessee, the Lessor hereby agrees to reimburse Lessee for said damage. However, Lessor shall not be responsible for damage to Lessee's crops resulting from the Lessor having to enter upon the Premises after it has been determined that an emergency exists thereon.

The parties acknowledge that Lessor has certain powers, purposes and responsibilities. To discharge its powers, purposes or responsibilities, Lessor shall have the right to require Lessee to immediately dismantle and remove any and all equipment or other improvements from the Premises, within forty-eight (48) hours after notice is given to Lessee. Thereafter, Lessor shall have the exclusive right to enter upon and use the Premises, and Lessee shall surrender possession and control thereof to Lessor.

Lessee will keep all equipment and improvements, if any, placed upon the Premises by Lessee, in a safe, clean, and orderly condition; be responsible for all activities on the Premises that fall under his control; and will act immediately in response to any notices by Lessor with reference to the forgoing.

It is further understood and agreed as part of the consideration hereof, that Lessee shall be responsible for the maintenance, restoration, and/or repair of the Premises arising out of Lessee's use of the Premises. Should any maintenance, restoration, and/or repair work be deemed necessary, then the decision of Lessor as to the scope of the required work and the amount of such liability shall control and be binding on Lessee.

M. Waiver

The failure by one party to require performance of any provision of this Lease shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Lease constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

N. Entire Agreement

This Lease comprises the entire understanding between the parties and cannot be modified, altered or amended, except in writing and signed by all parties.

O. Notices

Any notice, demand, or request by or made pursuant to this Lease shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the representative specified below or as otherwise designated in writing and mutually agreed.

To: Jay Smigielski
Purchasing Agent
441 Market Street, Room 105
Suffolk, Virginia 23434

With a copy to: Selena Cuffee-Glenn
City Manager
441 Market Street
Suffolk, Virginia 23434

Lessee: _____

P. Survival

The representations, warranties, and agreements of the parties contained in this Lease and in all other documents delivered in connection with this Lease shall survive the expiration or sooner termination of this Lease.

Q. Holdover

If Lessee fails to surrender the Premises on the date that the term of this Lease expires or terminates, Lessee's continued occupancy shall be deemed to be a tenancy-at-will (and not a tenancy from month-to-month or from year-to-year) cancelable by Lessor upon 48 hours prior oral or written notice, and such tenancy shall be subject to all of the provisions of this Lease, except that Rent during the holdover tenancy shall be equal to twice the Rent in effect immediately prior to the end of the Term.

BID FORM

LEASE OF FARM LAND – FARM #4649, TRACT #5369

I offer to the City of Suffolk for leasing of property described herein for the sum of \$_____per year as rent for the property from Notice of Award through December 31, 2014 and \$_____per year thereafter for a maximum of four (4) additional calendar years through December 31, 2018, subject to the terms of the specimen lease which I have received and reviewed.

It is understood and agreed that the City shall provide a boundary survey of said property. Further, it shall be the Lessee's responsibility to establish and maintain an access path/road for his own use within the boundaries established by the City.

The property which is the subject of this bid is described as follows:

Farm #4649, Tract #53691, Northgate Commer Park

All that certain piece, parcel or tract of land situated in the northern end of the City at Northgate Commerce Park, 155 Industrial Drive, generally identified as Tract No. 5369, Farm No. 4649 (FSA Office) consisting of 21.99 acres of tillable soil, more or less.

SIGNED: _____

PRINT NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

DATE: _____

Quotations will be received by the Purchasing Division prior to 3:00 p.m. March 20, 2014.

Farm: 4649
Tract: 5369

2014 Program Year
 Map Created December 11, 2013

Common Land Unit
 Cropland

- Conservation Reserve Program
- Wetland Determination Identifiers
 - Restricted Use
 - ▽ Limited Restrictions
 - Exempt from Conservation
 - Compliance Provisions
- Tract Boundary
- Section Line



United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations.