**STATE OF NORTH CAROLINA**

**Department of Administration**

**State Property Office – Leasing Section**

**Request for Proposal #: SPO-78-LL-25**

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**Senator Bob Martin Eastern Agricultural Center ATM**

**Date Issued: October 2, 2023**

**Proposal Closing Date: October 24, 2023**

**At ­­­ 4:00 PM ET**

**Direct all inquiries concerning this RFP to:**

(Wendy Dudka)

Property and Construction Division

Email: wendy.dudka@ncagr.gov

Phone: 919-707-3167

**NOTICE TO PROPOSERS**

1. **READ, REVIEW AND COMPLY:** It shall be the Proposer’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Proposers or elsewhere in this RFP document.
2. **PROPOSAL SUBMITTAL**

**All proposals shall be submitted electronically via the** **North Carolina eProcurement Electronic Vendor Portal (eVP) website.** For additional information, the [eProcurement Vendor Training](https://eprocurement.nc.gov/training/vendor-training) page includes online training videos and a link to [Viewing and Responding to Solicitations in eVP](https://eprocurement.nc.gov/training/vendor-training/viewing-and-responding-solicitations-evp).

**There is No Fee for lease proposal submittal through North Carolina eProcurement Electronic Vendor Portal (eVP).**

Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject a vendor’s proposal(s).

1. **CRITICAL** **UPDATED INFORMATION**: This RFP may be updated to include critical information in an Addenda. It is important that all Proposers proposing on this RFP periodically check the State’s IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.
2. **LATE PROPOSALS**: It shall be the Proposer’s sole responsibility to ensure the timely delivery of proposals at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Proposer, to accept any item in the proposal.
4. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of lease award, each Proposer that is a corporation, limited-liability company or limited-liability partnership shall have, and shall maintain throughout the term of The Lease, Registration to Transact Business in North Carolina from the **North Carolina Secretary of State**, as required by North Carolina law.
5. **PROPOSER REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) allows Proposers to electronically register **free** with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website:

<https://evp.nc.gov/>.

Note: Be aware that vendor data may expire every 30 days when using the NC electronic Vendor Portal, so allow adequate time when attempting to respond to time sensitive deadlines.

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**NOTE TO PROPOSER**

**ELECTRONIC RESPONSES ONLY WILL BE ACCEPTED FOR THIS SOLICITATION**

IN ORDER TO BE CONSIDERED, YOUR PROPOSAL SHALL BE SUBMITTED IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS PRIOR TO THE ADVERTISED CUT-OFF TIME.

**BY 4:00 PM, October 24, 2023**

**ALL PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY VIA THE NORTH CAROLINA EPROCUREMENT ELECTRONIC VENDOR PORTAL (eVP)**

For additional information, the [NC eProcurement Vendor Training](https://eprocurement.nc.gov/training/vendor-training) https//:eprocurement.nc.gov/training/vendor-training page includes online training videos and a link to [Viewing and Responding to Solicitations in eVP](https://eprocurement.nc.gov/training/vendor-training/viewing-and-responding-solicitations-evp). eVP has a file size limitation of 24MB. If the proposal exceeds 24MB, the proposal or space plans should be split into multiple files. Proposers are to use the following naming standard when submitting proposals:

**[PROPOSAL NUMBER]\_[PROPOSER NAME]\_[MthDayYr]** (*ex. SPO-92-501\_ACME-LLC\_070120*)

**NOTE: Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject the vendor’s proposal(s).**

**PROPOSALS MAILED, E-MAILED OR HAND DELIVERED TO THE DEPARTMENT OF ADMINISTRATION BUILDING WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED.**

Following the selection of any proposal and its placement on the Council of State Agenda by the State Property Office, there shall be no further negotiations with those who presented proposals which were not selected for the Agenda.

**SPECIAL NOTE:**

In accordance with the North Carolina Administrative Code (Title I North Carolina Administrative Code, Chapter 6B.0212) a proposer's meeting will be required following the cut-off date for receiving proposals for leases with rental exceeding $150,000 annually (including renewal options). A proposer’s meeting might not be required if initial proposal(s) are less than $150,000 in annual rent. After the original proposals are received and site visits made the proposer's meeting will be conducted by the State Property Office at a time and place to be announced by the State Property Office. At this meeting the selected proposers will submit their lowest price proposal.

**IN LIEU OF THE PROPOSER OR ITS AGENT BEING PRESENT AT THE PROPOSER’S MEETING, PROPOSER MUST SUBMIT THE FINAL PRICE PROPOSAL TO THE STATE PROPERTY OFFICE AGENT OR TO THE PHYSICAL LOCATION OF THE MEETING BEFORE THE COMMENCEMENT OF THE PROPOSERS MEETING. IT IS THE PROPOSER’S RESPONSIBILITY TO ENSURE THE FINAL PRICE PROPOSAL IS RECEIVED BY THE STATE PROPERTY OFFICE AGENT BEFORE COMMENCMENT OF THE PROPOSER’S MEETING.**

**(Due to the health risks associated with COVID-19, The Proposer’s meeting MAY be held virtually. Instructions for the meeting will be provided under separate cover.)**

Annual per square foot rental rates which include indeterminable percentage increases(s), such as uncapped consumer price index increases, etc. shall not be accepted during either the initial term or the renewal period.

**Pursuant to Articles 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 25, the State invites and encourages participation in this procurement by Historically Underutilized Businesses (HUBs) consisting of minority, women and disabled business firms that are at least fifty-one percent owned and operated by individual(s) of the aforementioned categories.  Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.**

The State of North Carolina encourages the submission of proposals covering “green buildings”. Components such as site, enclosures, infrastructure, contents and materials in “green building” result in reduced costs in operation, energy, maintenance and insurance as well as could improve employee motivation and productivity.

Pursuant to North Carolina General Statute 146.25-1, the Department of Administration may give preference to lease proposals involving buildings identified by the North Carolina Historical Commission as having historic, architectural or cultural significance.

Pursuant to North Carolina General Statute 146.25-1(b), the Department of Administration may negotiate on relevant factors that represent the best interest of the State. Relevant factors may include, but are not limited to, timeliness of delivery of the proposed space, maintenance, upkeep and condition of the proposed space and prior performance of the proposer.

**SPECIFICATIONS FOR SPACE TO BE LEASED BY THE STATE OF NORTH CAROLINA**

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

**I. GENERAL INSTRUCTIONS**

After reading and fully understanding these specifications, prepare your proposal as follows:

Submit all documentation supporting your proposal, including the proposal form. Supporting documentation should include, but is not limited to the following:

* Executive Summary consisting of the proposal cover letter highlighting the contents of the proposal and bearing the authorized representative’s signature.
* Background information on the organization and should give details of experience with similar products. A list of references (including contact persons and telephone numbers) for whom similar work has been performed.
* Full description of plans and intentions for your use of the space. Be as detailed as possible. Provide documentation showing you have researched all required permits for your proposed operation.
* Premises is to be leased as is. Any improvements will be at Proposer’s expense. Provide information on improvements you propose to make to the premises. This may include up-fit construction and/or new construction. Provide a timeline for startup of your proposed operation.
* A current financial statement or similar evidence of financial stability for each person or firm making this proposal.

**II. SCOPE**

The North Carolina Department of Agriculture and Consumer Services (NCDA&CS), Southeastern Agriculture Center (SEAC) is requesting the submission of proposals by banking/financial institutions for providing and operating an Automated Teller Machine (ATM).

**III. LEASE AGREEMENT**

It is anticipated the lease will be effective **February 1, 2023,** or a date satisfactory to the State. Proposer may include alternate effective date for consideration. The Lease Agreement will be prepared by the State and will include pertinent portions of the Request for Proposals, the Proposal submitted, and other items that the State deems applicable.

**IV. LEASE PERIOD**

The Lease shall be for a (3) three-year term, plus one (1) three (3) year renewal period upon mutual agreement by both parties.

**V. RENTAL**

Rental payments are to be delivered to the office of the SEAC by the 10th day of each month. Rental payment will be made in 12 monthly payments. Payments of rent not delivered within thirty (30) days of the due date will bear interest beginning on the due date at the rate established by law for State agency past-due accounts receivable. In addition, payments of rent not delivered within ninety (90) days of the due date will be assessed a late fee equal to five (5%) of the original amount due.

**VI. LOCATION**

Southeastern Agriculture Center

1027 US 74

Lumberton, North Carolina 28358

**VII. DESCRIPTION OF SPACE OFFERED**

The ATM will be located in a specific location at the SEAC designated by the SEAC Manger and consist of ±120 Square feet of space.

**VIII. ACCEPTANCE AND REJECTION**

The right is reserved by the State (Lessor) to accept or reject any and all proposals or to waive any informality in the Proposals.

**IX. SAVE HARMLESS**

Lessee agrees to indemnify, defend and save harmless the State of North Carolina and all of its agencies from any claim form a d against any and all claims, suits and liabilities based upon damage to, or destruction of, any property or injury (including death) to any person arising out of or attributable to the performance or nonperformance by the Lessee.

**X. INSURANCE**

Lessee shall at its sole cost and expense procure and maintain in full force and effect during the term of the lease from an insurance company duly authorized to do business in North Carolina, insurance as appropriate for the conduct of the lease:

1. General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amounts of $1,000,000 / $5,000,000 Combined Single Limit (C.S.L.). (Defense cost shall be in excess of the limits of liability) In addition, there shall be sub-limits of $1,000 premises medical payment per person; $10,000 premises medical payment per accident; and $100,000 care custody and control. Lessee will keep in effect at all times fire legal liability insurance with a minimum amount of $500,000 to cover damages caused by the negligence of the Lessee and to repair any of Lessor’s damaged property attributed to the Lessee’s facilities including Lessee’s equipment.
2. Workmen’s Compensation Insurance covering all of Lessee’s employees who are engaged in any work under the lease in keeping with all applicable laws. (State Statutory Limit)
3. Automobile Liability Insurance covering all of Lessee’s vehicles operating at the SEAC in keeping with all applicable laws.
4. Product liability insurance in the amount of $1,000,000 for bodily injury, including death, each person.

Lessee shall furnish to the State certificates evidencing insurance coverage before operation commences under the Lease. The State of North Carolina shall be named as additional insured on all policies. All certificates or policies shall provide that the insurance company will give the State of North Carolina thirty (30) days written notice prior to cancellation or any changes in stated coverage of any such insurance.

**XI. LAWS**

Lessee shall comply and secure compliance, at his cost and expense with all the requirements of all local, State, and Federal laws in carrying out his obligations under this Lease. This lease contract shall be governed by the laws of the State of North Carolina.

**XII. SELECTED PROPOSAL**

Supporting documentation for all properly submitted proposals will be evaluated to determine the qualified proposals. Evaluation of qualified proposals will be based on:

* desirability of the proposal as to how it will complement the total operation of the SEAC,
* demonstrated ability of the proposer(s) to execute the proposal submitted,
* demonstration of sufficient funds for the execution of the proposal submitted,
* the amount of rent offered,
* and all relevant factors that might affect the public interest.

Proposal forms for all proposals determined to be qualified will be evaluated for proper execution. The selected proposal will be the qualified proposal judged by the State to be in the best interest of the

State.

**XIII. LESSOR (LANDLORD) RESPONSIBILITIES**

1. Lessor (Landlord) agrees to provide:
2. All utilities as they currently exist, except telephone, alarm and computer line service.
3. Adequate garbage disposal.
4. Routine maintenance of grounds including lawn, shrubbery, sidewalks, parking areas when applicable.
5. Lessor shall review and approve the design and installation plan, if applicable, to avoid any conflict with the State and the SEAC.
6. Lessor reserves the right to inspect Premises at any time.
7. Lessor cannot guarantee any volume or usage for the ATM.
8. If the facilities are destroyed because of fire, earthquake, hurricane, tornado or other catastrophic natural event or act of God, the facilities may be rebuilt. Consideration will be given to the Proposer in the event of such disaster.

**XIV. LESSEE (TENANT) RESPONSIBILITIES**

A. General

* 1. Lessee must be a NC domestic, registered and qualified financial institution.
  2. A sublease arrangement is not acceptable.
  3. Premises is presented “As Is”; lessee shall provide any improvements including the cement pads for the Kiosk and protective bollards if not present.
  4. Lessee shall keep the ATM unit and Lessee’s area in acceptable condition.
  5. It will be the sole responsibility of the Lessee to provide installation, telephone, computer line services, alarm and all other special equipment needed for the control of temperature and/or humidity for the ATM site, which may not be included in the space as built. All installation cost will be the sole responsibility of the Lessee.
  6. Lessee must agree to keep the ATM in place for the duration of the lease regardless of the usage amount, unless otherwise terminated. (See XIV-B.)
  7. Lessee shall have access to a minimum of two (2) major national networks such as “Relay” or “Plus”.
  8. Lessee shall charge reasonable transactions fees and in accordance with banking regulations, and in no event charge fees greater than those charged to customers in other ATM locations.
  9. ATM access must utilize existing regional/national cards rather than requiring issuance of any additional cards and/or access codes.
  10. The proposer must have the approval of all applicable regulatory agencies and any such other approvals as may be required.
  11. Lessee shall provide at least the following minimum banking services: withdrawals, deposits and transfers on a 24-hour basis.
  12. All security requirements of the Lessee in connection with the servicing of its facility will be done at the sole cost and expense of Lessee and the State will have no obligation for any security precautions or measures with respect to the facility.
  13. Lessee must agree to indemnify the State from any liability arising out of a long or short-term shutdown of the ATM site, for whatever reason.
  14. Lessee shall not use the award of the Lease as part of any new release or commercial advertising.
  15. Lessee can install and maintain external signage that will provide easy identification of the ATM by the general public as approved by the SEAC Manager.

B. Termination and Forfeiture

1. If Lessee shall fail to make any payment of rent when due or shall fail to comply with any agreement herein contained or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent, or unable to pay its debts, or shall make a general assignment for the benefit of its creditors, Lessor may enter and take possession of the premises and expel Lessee, therefrom, using such means and force as may appear expedient, without prejudice to other remedies available to Lessor. And, in such event, Lessee hereby expressly waives notice to quit possession and such other formalities or conditions as may be required by law.
2. No entry by Lessor under this lease shall bar Lessor from the recovery of rent or damages for the breach of this lease by Lessee, nor shall the receipt of rent by Lessor after any such breach or delay by Lessor in enforcing its rights hereunder be deemed a waiver of any rights or privileges granted Lessor by this Lease.
3. Upon lease expiration and vacation of the premises by the Lessee, Lessee will remove its personal property from the premises but will leave the concrete pad and bollards as directed by the SEAC Manager.

**PROPOSAL FORM**

**(Must be submitted for proposal to be accepted)**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease term three (3) years effective **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** or a date satisfactory to the State plus one (1) three (3) year renewal period upon mutual agreement to by both parties.

I. Rental: I propose the following minimum annual rental during year one (1) of the lease. Rental for the year must be expressed as a flat rate. The annual rental increases will begin in year 2 of the agreement.

Year 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual increases of \_\_\_% beginning in Year 2 for the term and renewals (2% minimum).

II. The selected proposer must register as a legal entity, if applicable, under North Carolina Law before the transaction is placed on the Council of State agenda. Failure to register may result in a delay of the approval process or rejection of the proposal.

III. I have read and accept the request for proposals (specifications) pages 2. through 8. and all attachments and stipulate that this proposal is made in keeping with the requirements therein. I understand that this proposal will be evaluated on the basis of: desirability of the proposal as to how it will complement the total operation of the SEAC, demonstrated ability of the proposer(s) to execute the proposal submitted, demonstration of sufficient funds for the execution of the proposal submitted, the amount of rent offered, and all relevant factors that might affect the public interest. I further realize that the State may reject this proposal for any reason it deems warranted.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPECIAL NOTE: To be considered, this proposal must be submitted electronically to **NC BIDS** by **4:00 P.M., October 24, 2023.**

**MAILED, EMAILED AND FAXED PROPOSALS NOT ACCEPTABLE**