



STATE OF NORTH CAROLINA

Department of Environmental Quality

Nicholls Farm Game Lease

Request for Quote # 23-STEW-01

Date of Advertisement: July 21, 2023

Quote Due Date: August 3, 2023 at 2:00 PM ET

Direct all inquiries concerning this RFQ to:

NCDEQ Stewardship Program

Email: stewardship@deq.nc.gov

Phone: 919-707-8663

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1.0 PURPOSE AND BACKGROUND

1.1 SITE INFORMATION

The State of North Carolina (STATE), Department of Environmental Quality (DEPARTMENT) desires to lease **approximately 76 acres on the Nicholls Farm conservation property (SITE) located in Bertie County, North Carolina**. The State offers the premises in “as is” condition.

The STATE received funding from the N.C. Division of Mitigation Services (formerly Ecosystem Enhancement Program) for acquisition of the SITE. In consideration of this funding, the DEPARTMENT requires certain lease requirements. The purposes of these requirements are to maintain the integrity of the wetland, riparian, and upland resources within the SITE that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities. These requirements are also intended to maintain the SITE in its natural condition and to prevent any use of the SITE that may impair or interfere with these purposes.

1.2 SITE VISIT SUGGESTED

Prospective OFFERORS may visit the SITE **by foot only**. The use of vehicles to visit the SITE is prohibited.

It is suggested that prospective OFFERORS visit the SITE and apprise themselves of **all conditions** which will affect the performance of the lease called for or reasonably implied by this RFQ.

In submitting a quote no allowance will be made for unreported conditions which a prudent OFFEROR would recognize as affecting the performance of the lease called for in this RFQ.

1.3 VICINITY MAP

Maps of the property are shown on pages 4 and 5.

EXHIBIT 1. VICINITY MAP

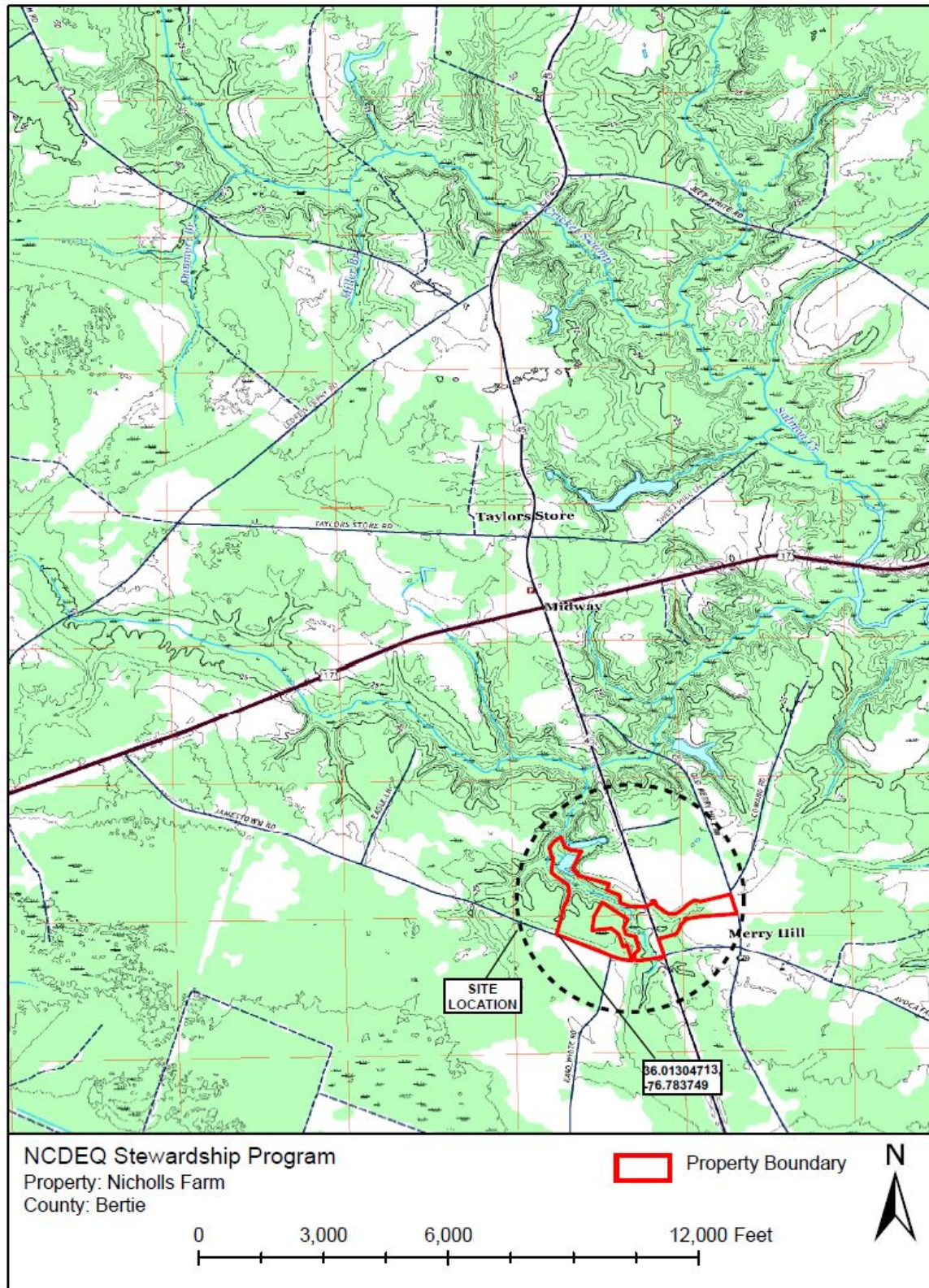


EXHIBIT 2. AERIAL IMAGERY



2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. OFFEROR may attach its quote to this RFQ for submission; however, any terms and conditions submitted by OFFEROR seeking to add to or modify the terms and conditions contained herein shall be disregarded and shall not be considered a part of any contract arising from this RFQ. At the discretion of the DEPARTMENT, any attempt to delete or avoid the force of the previous sentence by OFFEROR shall render OFFEROR's quote invalid.

2.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **CONTRACTOR:** Synonymous with Offeror and Lessee.
- b) **DEPARTMENT:** NC Department of Environmental Quality.
- c) **LESSEE:** Offeror awarded the lease. The term "Lessee" shall also include its members, shareholders, agents, servants, employees, contractees, invitees, lessees, guests, successors and assigns.
- d) **LESSOR:** NC Department of Environmental Quality.
- e) **OFFEROR:** Proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Quote.
- f) **RFQ:** Request for Quote.

2.3 NOTICE TO OFFERORS REGARDING TERMS AND CONDITIONS

It shall be the OFFEROR's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and comply with all requirements and specifications herein. OFFERORS are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If OFFERORS have questions, issues, or exceptions regarding any term, condition, instruction or other component within this RFQ, those shall be submitted as questions to the DEPARTMENT prior to submission of a Quote. If the STATE determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an addendum. Other than through this process, and subject to the provisions of section 2.1, the STATE rejects and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions submitted as part of OFFEROR's response. **Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds for the DEPARTMENT to reject OFFEROR's Quote.**

2.4 INTERPRETATION OF TERMS AND PHRASES

This Request for Quote serves two functions: (1) to advise OFFERORS of the parameters of the Lease being proposed by the DEPARTMENT; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Quote shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the DEPARTMENT will take into consideration the degree to which OFFERORS have proposed or failed to propose solutions that will satisfy the DEPARTMENT's needs as described in the Request for Quote. Except as specifically stated herein, no one requirement shall automatically disqualify a OFFEROR from consideration. However, failure to comply with any single requirement may result in the DEPARTMENT exercising its discretion to reject a quote in its entirety.

2.5 QUESTIONS ABOUT QUOTE

Upon review of the RFQ documents, OFFERORS may have questions to clarify or interpret the RFQ in order to submit the best quote possible. Direct all inquiries concerning this RFQ to:

NCDEQ Stewardship Program
919-707-8663
stewardship@deq.nc.gov

A summary of all questions and answers will be released as an addendum. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. OFFERORS shall be entitled to rely only on written material contained in an Addendum to this RFQ.

2.6 QUOTE EVALUATION PROCESS

The STATE shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The STATE reserves the right to waive any minor informality or technicality. For all responses that pass the initial review process, the STATE will review and assess the OFFEROR's pricing. The STATE may request additional formal responses or submissions from any or all OFFERORS for the purpose of clarification. OFFERORS are cautioned, however, that the STATE is not required to request clarification, and often does not.

All quotes should be complete and reflect the most favorable terms available from the OFFEROR. Prices quoted cannot be altered or modified as part of a clarification. OFFERORS are cautioned that this is a request for quote, not a request or an offer to contract, and the STATE reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the STATE.

CONFIDENTIALITY DURING PROCESS: During the evaluation period and prior to award, all information concerning the quote and evaluation is confidential, and possession of the quotes and accompanying information is limited to personnel of the issuing DEPARTMENT and any third parties involved in this procurement process. Any attempt on behalf of a OFFEROR to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another OFFEROR, offer any benefit or information not contained in the quote) in any way shall constitute sufficient grounds for disqualification of OFFEROR from further evaluation or consideration in the discretion of the State.

2.7 METHOD OF AWARD

The STATE may obtain quotes from one or more OFFERORS. All quotes will be evaluated and the award will be made based on the highest responsive responsible OFFEROR quote.

3.0 SUBMITTING A QUOTE

3.1 QUOTE SUBMITTAL REQUIREMENTS (FORMS)

OFFEROR shall populate all attachments of this RFQ that require the OFFEROR to provide information and include an authorized signature where requested, as outlined below. OFFEROR responses shall include the following items and they should be arranged in the following order:

- a) Completed version of FORM A: OFFEROR FEDERAL IDENTIFICATION NUMBER
- b) Completed and signed version of FORM B: OFFEROR INFORMATION/EXECUTION
- c) Completed version of FORM C: GAME LEASE QUOTATION

3.2 QUOTE SUBMITTAL INSTRUCTIONS

OFFERORS shall submit an image, copy, or scan of their **signed, original executed** response via email to stewardship@deq.nc.gov by the date and time specified.

OFFERORS shall use the subject line “**Hunting Lease Quote**” when submitting their emailed quote.

IMPORTANT NOTE: It is the responsibility of the OFFEROR to email their quote to stewardship@deq.nc.gov by the specified time and date of opening. This is an absolute requirement. The time of delivery will be determined as received in the stewardship@deq.nc.gov email inbox. Any quote received after the submission deadline will not be accepted or evaluated.

4.0 AWARD

4.1 NOTIFICATION OF AWARD

The OFFEROR who submits the winning quote, hereinafter referred to as LESSEE will be notified by phone call and email of the lease award. All other OFFERORS will be notified of the DEPARTMENTs award decision by email.

5.0 GAME LEASE REQUIREMENTS

The STATE authorizes the LESSEE access to the SITE for and during the period set upon the following requirements:

1. **ACKNOWLEDGEMENTS:** LESSEE accepts the premises in an “as is” condition and understands and agrees that hunting is a dangerous activity and that there may be hidden hazards, such as holes, fence wires, animals, wells, swamps, ponds, harmful plants, other hunters, or other risks that may injure or cause the death of the LESSEE. LESSEE acknowledges that the LESSOR makes no guarantee as to the amount or quality of game present on the property or potential or anticipated success rates.
2. **PERIOD:** This agreement shall be the only lease governing the Tract during the Lease period. The Lease period shall commence on the **1st day of August, 2023**, and terminate on the **31st day of May, 2026**. The Department reserves the right to offer the LESSEE a single two-year renewal option. If the renewal option is not exercised then, prior to the end of the lease term, the DEPARTMENT will advertise for a new lease on the property to commence at the expiration of the then current lease term.
3. **SPECIES:** Subject to all local, State, and federal applicable laws, rules, regulations and local ordinances governing the harvesting of wildlife, this Lease is for all legal game as defined in the *North Carolina Inland Fishing, Hunting, and Trapping Regulations Digest*, published annually by the NC Wildlife Resources Commission. The most current laws, rules, regulations and local ordinances in effect at the time of the particular harvesting shall apply to the LESSEE and all guests of LESSEE. The following criteria shall also apply to the Tract:
 - a. Except for waterfowl, **the use of dogs for hunting is strictly prohibited.**
 - b. The legal harvesting of nutria is encouraged.
 - c. The legal harvesting of feral hogs is encouraged.
4. **DEPARTMENT CONTACT:** All payments, documents, and correspondence associated with this Lease shall be mailed or delivered to the following address:

Ed Hajnos
FSD Stewardship Program Manager
NC Department of Environmental Quality
1606 Mail Service Center
Raleigh, NC 27699-1606
5. **LEASE FEE:** The LESSEE agrees to pay the LESSOR the first annual installment upon execution of this instrument by both parties. All remaining annual payments shall be made by the 1st day of August of each subsequent lease year. Payments may be made by cashier's check, certified check, personal check, or money order. **All payments shall be made payable to NCDEQ.** Cash payments will not be accepted.
6. **DEPOSIT:** Within 15 days of lease award, the LESSEE shall pay the LESSOR an interest free deposit equal to 20% of the total fee for the three-year lease period, refundable at the expiration of the Lease if the Lease has been adhered to and no damages have been charged against LESSEE'S deposit by the LESSOR as a result of the actions of the LESSEE. No interest will be paid on this deposit.
7. **TERMINATION:** It is mutually agreed that failure to abide by the terms and conditions of this agreement, and all applicable laws governing the activities contemplated under this agreement, by LESSEE, or any of its guests, shall constitute a breach of this agreement and cause the forfeiture of all hunting rights, deposits and fees. LESSOR may waive minor violations of this agreement; any such waiver shall be in writing signed by the LESSOR. LESSOR's failure to enforce any provision of this agreement shall not be deemed a waiver of any of its rights under this agreement. LESSOR may, within its sole discretion, allow LESSEE to take corrective action to remediate any minor violations of this agreement to prevent the termination of this agreement; this shall be confirmed in writing signed by both the parties and shall become an amendment to this agreement prior to any corrective action being undertaken by the LESSEE.
8. **RIGHT OF ACCESS:** This agreement is not intended to prohibit or restrict recreational boaters or paddlers from traveling the navigable waterways on this Tract. The LESSEE shall provide the DEPARTMENT a key to all gates

within 10 days of signing the lease agreement. A key, or lock combination, for any lock swapped or changed out will also be sent within 10 days after changing. LESSOR, for itself and its agents, employees, and contractors, shall retain the right to go onto the Tract at any time for any purpose including, but not limited to, ensuring LESSEE'S compliance with this agreement.

9. **ASSIGNMENT:** LESSEE shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed signed written consent of the LESSOR.
10. **INSURANCE:** For the entire Lease period, the LESSEE agrees to carry a Comprehensive General Liability insurance policy with a combined single limit of \$1,000,000 per occurrence for both bodily injury and property damage, naming both the State and the DEPARTMENT as additional insureds. LESSEE agrees to furnish the DEPARTMENT with a copy of the Certificate of Insurance.
11. **HAZARDOUS SUBSTANCES:** LESSEE shall hold the DEPARTMENT harmless from and indemnify the STATE and the DEPARTMENT along with its officers, employees and agents, against damage, loss, expense, response costs or liability, including consultant fees and attorney fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the premises as a result of the LESSEE'S use of the premises. For purposes of this Agreement, hazardous substances shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the premises causes or threatens to cause nuisance or health hazard affecting human health, the environment, the premises or the premises adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. Hazardous Substance Law means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 41 U.S.C. 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. 11001 et seq.; and any other applicable federal or state law or regulation now existing or promulgated in the future.
12. **CHEMICAL TREATMENT:** The use of herbicides, pesticides or biocides is prohibited.
13. **STORING OR DUMPING:** LESSEE must adhere to a "pack-it-in/pack-it-out" policy regarding all trash. Storage and dumping of soil, ashes, trash, garbage, hazardous substances, toxic waste, abandoned vehicles, appliances, machinery, or other unsightly or offensive material or fill materials is prohibited. Surface or ground water pollutants within the premises are prohibited.
14. **VIOLATIONS:** Any violation of North Carolina Inland Fishing, Hunting, and Trapping Regulations shall be immediately reported to the LESSOR and may result in termination of the Lease. A violation is defined as receiving a citation.
15. **AUTHORIZED HUNT CLUB MEMBERS:** The LESSEE shall furnish to the DEPARTMENT and/or its representative, a complete membership list of the hunting club upon execution of this instrument. Changes to the membership list shall be provided by LESSEE to the DEPARTMENT within 30 days of any addition or removal of any members.
16. **ENTRY PERMIT:** The LESSEE will require that every member carry on their person and display on their vehicle authorized membership identification. Every member shall carry on their person a valid DEPARTMENT-issued entry permit clearly denoting LESSEE affiliation.
17. **GUESTS:** All non-members using the tract must be accompanied by a member.
18. **RESOURCE INTEGRITY:** The removal, disturbance, molestation, or defacement of minerals, archaeological and natural resources is prohibited. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water on the property. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. Any change, disturbance, alteration or impairment of the natural

features of the property or any intentional introduction of non-native plants, trees and/or animal species is prohibited.

19. **VEGETATION MAINTENANCE:** Cutting, removal, mowing, harming, or destruction of any trees and vegetation, dead or alive, or the disturbance of other natural resources is prohibited. This includes trail blazing to or from hunting areas. The gathering of plants and plant parts is prohibited. Exceptions include clearing as necessary for removal of hazards to LESSEE, maintenance to maintain existing roads, and trails clearance. LESSEE shall obtain written authorization from the LESSOR prior to performing an activity described in these exceptions.
20. **MOTORIZED VEHICLES:** Usage of motorized vehicles by LESSEE is allowed to access the property only on existing trails, paths or roads, all other use of motorized vehicles is strictly prohibited, except as used exclusively for the management, maintenance, or stewardship of the property.
21. **ROADS AND TRAILS:** Roads must be left in as good a condition at the expiration of the Lease Agreement as at the beginning as determined by the DEQ Stewardship Program Coordinator. There shall be no new construction of roads, trails, walkways, or paving on the property. Existing roads, paths or trails located on the property may be maintained in order to minimize runoff, sedimentation and for access to the interior of the property for management, maintenance, stewardship purposes, or undeveloped recreational and educational uses. Maintenance includes removing overhanging trees, filling pot holes with gravel and leveling, and replacing fence and gates at road entrances. Existing roads, trails or paths may be maintained with loose gravel, soil, or permanent vegetation to stabilize or cover the surfaces. Any modification/improvement to the property except as necessary for the removal of hazards to LESSEE, road clearance and maintenance must have prior written approval by the DEPARTMENT
22. **COMMERCIAL AND AGRICULTURAL ACTIVITIES:** Commercial, construction, and/or development activities are prohibited. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed on the property. Agriculture and grazing are prohibited.
23. **HUNTING STANDS:** LESSEE may erect portable hunting stands on the property. All stands shall be secured with lashing, rope, chains, or similar apparatuses. It is prohibited to drive a nail, spike, or other metal object into a tree or hunt from a tree into which a metal object has been driven. Hunting stands shall be maintained in a safe condition and removed from the property at the conclusion of the lease period. Climbing stands are also permitted.
24. **ADDITIONAL PROHIBITED ACTIVITIES:** The LESSEE is prohibited from conducting the following activities on the property:
 - a. Trapping,
 - b. The use of firearms for non-hunting purposes such as target shooting or "sighting-in".
25. **FEEDERS AND FOOD PLOTS:** The use of temporary wildlife feeders is **allowed only for deer**. All use of temporary feeders must comply with laws, ordinances, codes, rules, and regulations to include those enacted by the Wildlife Resources Commission as temporary rules or through Emergency Powers. Temporary feeders may be installed no earlier than 30 days before the start of deer season and shall be removed within 14 days following the end of deer season. The creation of a new plowed food plot area is prohibited.
26. **REMOVAL OF EQUIPMENT AND PERSONAL PROPERTY ITEMS FROM THE PROPERTY:** Prior to the expiration of this Lease, the LESSEE will cease all use of the site and will remove any equipment and/or personal property of the LESSEE. LESSEE forfeits its possessory interest in any of its items remaining on the property after the expiration or cancellation of this Lease, if not renewed with the current LESSEE. This provision shall neither relieve LESSEE from any costs to remove such items from, or liability for damages to, the property deriving from LESSEE's abandonment of items on the property nor shall it create a duty, or obligation, on the part of the LESSOR to take remedial action. If the LESSOR incurs any expense to remove such items from the property, LESSEE hereby agrees to indemnify and hold LESSOR harmless for all such expenditures.
27. **SIGNAGE:** The LESSEE, at its own expense, shall post the boundaries of the property with signs designating the hunt club or individual, subject to LESSOR'S prior approval. Signs shall be posted no later than August 30th of each year of the Lease. The LESSEE shall maintain DEPARTMENT signage and tree blaze along the property boundaries. The LESSEE will contact the Stewardship Director for appropriate methods and signs.

28. **ALCOHOL AND DRUG USE:** Use of alcohol and illegal substances by LESSEE is strictly prohibited on the property. The use of legally prescribed medication on the property is permitted; provided, however, that the use of such medication while hunting does not place the person in undue danger, endanger the well-being of others, or impair the person's ability to engage in safe and ethical hunting activities.
29. **FIRE:** LESSEE shall maintain proper vigilance aimed at preventing wildfires. Open fires are prohibited.
30. **CAMPING:** Primitive camping is allowed on the property. LESSEE shall adhere to the principles of "Leave No Trace" and "Pack It In, Pack It Out".
31. **FIREARMS AND WEAPONS:** LESSEE shall maintain proper safety procedures regarding firearms and weapons, particularly by seeing that all firearms are unloaded while in vehicles and in vicinity of all buildings. LESSEE shall not shoot in the direction of any people, buildings or livestock. All firearms will be unloaded and cased during transport on any motorized vehicle, including ATVs.
32. **SEVERABILITY:** It is agreed that the illegality or invalidity of any term or clause contained in this lease, shall not affect the validity of the remainder of this lease and this lease shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein, provided that the remaining portions of the lease shall be construed to effectuate as nearly as possible the apparent intent of the term or clause.
33. **SUSPENDED USE OF PROPERTY:** LESSEE agrees that the LESSOR reserves the right to suspend LESSEE'S use of any portion of the property under extreme weather conditions such as hurricanes, floods, wild fires, prolonged droughts.
34. **HARVEST TAGGING AND REPORTING:** LESSEE shall report to the LESSOR all big game harvested on the tract. Report shall be submitted using FORM D. GAME HARVEST RECORD.
35. **LICENSING AND PERMITTING:** LESSEE shall maintain all proper state, federal and local licenses and permits to legally hunt the specified game on the property.
36. **HUNTING BY MINORS ON THE PROPERTY:** All minors permitted by LESSEE to hunt on the property shall be under the direct supervision of a parent, a legal guardian, or a person acting *in loco parentis* to the minor. Such person shall be fully responsible for the acts and omissions of the minor and for the personal safety of the minor and shall agree to indemnify and hold LESSOR harmless in accordance with Subsection 7 General Indemnity of North Carolina General Terms and Conditions contained herein.
37. **PUBLIC TRUST RIGHTS:** The LESSEE shall not hinder the right of the public to utilize public trust waters whereby the public is afforded the right to navigate, swim, hunt, fish, and enjoy all recreational activities in the watercourses of the State, per NC General Statute 1-45.1.
38. **STATE OF EMERGENCY DECLARATIONS:** LESSEE agrees that the LESSOR reserves the right to suspend LESSEE'S use of any portion of the property if so decreed by the Governor of North Carolina thru a State of Emergency declaration and associated Executive Orders.
39. **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION EMERGENCY RESPONSE PLANS:** LESSEE shall comply with all directives issued by the Wildlife Resource Commission through emergency powers as well as temporary rules. For example, Chronic Wasting Disease (CWD) Surveillance Areas and Special Regulations <https://www.ncwildlife.org/Hunting/Chronic-Wasting-Disease/Statewide-CWD-Regulations> fall under emergency powers.

End of -Game Lease Requirements-

6.0 INSTRUCTIONS TO OFFERORS

1. **READ, REVIEW AND COMPLY:** It shall be the OFFEROR'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 OFFERORS or elsewhere in this RFQ document.
2. **EXECUTION:** Failure to sign the OFFEROR INFORMATION/EXECUTION form will render quote non-responsive and it shall be rejected.
3. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low): (1) Amendments to this RFQ; (2) this RFQ and Specifications; (3) North Carolina General Contract Terms and Conditions; (4) Instructions to OFFERORS; and (5) OFFEROR's quote.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** OFFEROR shall furnish all information requested and in the spaces provided in this document.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the quote are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
6. **PROTEST PROCEDURES:** When an OFFEROR wishes to protest a Contract resulting from this RFQ that is awarded by the DEPARTMENT an OFFEROR shall submit a written request addressed to:

Purchasing Director
NC Department of Environmental Quality
1606 Mail Service Center
Raleigh, NC 27699-1606

The protest request shall be received within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

Note: Contract award notices shall be sent to all OFFERORS. The DEPARTMENT shall actively follow-up and be consistent in responding to an OFFEROR's protest over contract award.

7. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
8. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this RFQ and in formal Addenda issued.
9. **COST FOR QUOTE PREPARATION:** Any costs incurred by OFFEROR in preparing or submitting quotes are the OFFEROR's sole responsibility; the State of North Carolina will not reimburse any OFFEROR for any costs incurred prior to award.
10. **OFFEROR'S REPRESENTATIVE:** Each OFFEROR shall submit with its quote the name, address, telephone number, and email address of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's quote.

End of -Instructions to Offerors-

7.0 NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFAULT AND PERFORMANCE DEPOSIT:** If, through any cause, LESSEE shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the LESSEE and specifying the effective date thereof. The State reserves the right to require at any time a performance deposit or other acceptable alternative guarantees from a successful LESSEE without expense to the State.

In addition, in the event of default by the LESSEE under this Contract or upon the LESSEE filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the LESSEE, the State may immediately cease doing business with the LESSEE and immediately terminate this Contract for cause.

2. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
4. **ADVERTISING:** LESSEE agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A LESSEE may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
5. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
6. **INSURANCE REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the LESSEE and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The LESSEE shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the LESSEE shall not be interpreted as limiting the LESSEE's liability and obligations under the Contract.
7. **GENERAL INDEMNITY:** The LESSEE shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the LESSEE in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the LESSEE provided that the LESSEE is notified in writing within 30 days that the State has knowledge of such claims. The LESSEE represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of LESSEE goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
8. **COMPLIANCE WITH LAWS:** LESSEE shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
9. **INELIGIBLE COMPANIES:** As provided in G.S. 147-86.59 and G.S. 147-86.82 the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

- a. any company identified as engaging investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

- b. any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

- 10. **ENTIRE AGREEMENT:** This RFQ and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFQ, any Addenda hereto, and the LESSEE's quotes are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 11. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the LESSEE.
- 12. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
- 13. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, pandemics, or other catastrophic natural event or act of God.
- 14. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

End of -NC General Contract Terms and Conditions-

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STATE OF NORTH CAROLINA

Request for Quote

23-STEW-01

For internal State agency processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page is to be filled out and returned with your quote.

ID Number:

Federal ID Number or Social Security Number

OFFEROR Name

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FORM B: OFFEROR INFORMATION/EXECUTION

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY**

| | |
|---|--|
| Refer <u>ALL</u> inquiries regarding this RFQ to: ED HAJNOS 919-707-8536 stewardship@deq.nc.gov | Request for Quote #: 23-STEW-01 |
| | Quotes shall be submitted via email to: stewardship@deq.nc.gov |
| | Quotes shall be submitted by: August 3, 2023 at 2:00 PM ET |
| | Contract Type: Nicholls Farm GAME LEASE |
| | Using Agency: FSD Stewardship Program |

EXECUTION:

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned OFFEROR offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned OFFEROR certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible OFFEROR as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of OFFEROR's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned OFFEROR certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

| | |
|---------------------------------|----------------------|
| PRINT NAME OF OFFEROR: | PRINT TITLE OFFEROR: |
| ADDRESS: | TELEPHONE NUMBER: |
| CITY & STATE & ZIP: | EMAIL: |
| OFFEROR'S AUTHORIZED SIGNATURE: | DATE: |

Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted. Offer valid for 60 days from date of quote opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF QUOTE:

If any or all parts of this quote are accepted by the State of North Carolina, an authorized representative of the Department of Environmental Quality shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the OFFEROR response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful OFFEROR.

FOR STATE USE ONLY: Offer accepted and contract awarded this _____ day of _____, 20____ as indicated on the attached certification, by _____, authorized representative of Department of Environmental Quality.

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FORM C: GAME LEASE QUOTATION

This Request for Quotation (RFQ) document is the contract document upon acceptance and execution by the DEPARTMENT. Per the attached Lease Requirements, Terms and Conditions, any Addenda, and any amendments. It is the OFFEROR'S responsibility to assure that all Addenda have been reviewed and, if need be, signed and returned.

PROPERTY

LEASE FEE

Nicholls Farm

\$_____ per year

ACKNOWLEDGEMENTS

1. Our club has reviewed the tract

CHECK ONE:

☐ TRUE

☐ FALSE

Reviewed by: _____

Date of review: _____

2. A Club Member has been issued a ticket for violating hunting laws in North America since January 1, 2015*

CHECK ONE:

☐ TRUE

☐ FALSE

* If you checked TRUE provide, on a separate sheet of paper, the hunter's name, date of violation, location of violation, and description of the violation and final disposition of the violation.

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