



ELECTRIC WATER SEWER STORMWATER
3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050
www.HANNIBALBPW.org



Hannibal Board of Public Works Hannibal, Missouri

HANNIBAL LAKESIDE TECHNOLOGY PARK FARM LEASE COMPETITIVE REQUEST FOR PROPOSAL RFP 2024-01

JANUARY 2024

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00100 INVITATION TO BID

The Hannibal Board of Public Works of the City of Hannibal, Missouri, invites you to submit a proposal for the work described below. Contract Documents are available online as instructed in Section A of this document. Questions should be directed to:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401
(573) 221-8050
(573) 231-7125 - fax
purchasing@hannibalbpw.org

A. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for RFP 2024-01, complete with detailed specifications, drawings and bid form, can be downloaded by navigating to the following website and searching by current bid opportunities or name. <https://www.hannibalbpw.org> and clicking on the "I Want To" menu and selecting "See Open Bid Items" or follow this link: <https://www.hannibalbpw.org/see-open-bid-items>. You will have access to open, print and/or save the document(s).

B. SUMMARY SCOPE OF LEASE

- a. This lease applies only to that portion of said property which is currently being used for agricultural purposes which includes 66 acres, more or less, of the tillable ground situated in the County of Marion, State of Missouri, which is part of the Hannibal Lakeside Technology Park site north of State Hwy MM and east of Shinn Lane.
- b. This Lease shall be for a term commencing upon signature of the contract and expiring December 31st, 2024. Lessor shall have the option to renew the lease annually with consent of the Lessee for a total period up to five years expiring December 31st, 2028.
- c. Payment amount due December 31st, 2024.
- d. It is expressly understood and agreed that the Lessor shall bear no expense in operating and maintaining the farm as herein provided and in producing said crops or hauling the same to place of delivery.
- e. The Lessee further covenants and agrees:
 - i. To use the premises for agricultural purposes only.
 - ii. To till all of the tillable land in a husbandman-like manner.
 - iii. To harvest and remove all crops in due season.
 - iv. To retain possession of the premises during the term hereof and not to assign or sublet without the Lessor's written consent.
 - v. That the Lessor shall have the right to enter the demised premises at any reasonable time to view the same or show the same to prospective purchasers or tenants, or to make repairs or improvements.
 - vi. That in case the Lessee shall fail to pay the cash rent or other sums due Lessor hereunder or account for the share rent as herein stipulated, all costs of the Lessor in enforcing collection, including reasonable attorney's fees shall be added to and become part of the rental payable by the Lessee hereunder and Lessor shall be entitled to immediate possession.
 - vii. That Lessee takes possession of the leased premises and performs the services to be rendered hereunder as an independent contractor, subject to the usual hazards of operating a farm, and assumes all risk of accidents in pursuance of his or her farming operations or in performing necessary repairs to the buildings, fences, and other improvements.
 - viii. To surrender said premises at the expiration of the terms of this Lease, without further demand or notice, in such condition as shall be in compliance with the provisions hereof.

- ix. That Lessor shall have the landlord's lien provided by law as security for the rental herein specified, and if the Lessee shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the other covenants in this Lease contained, the Lessor may have the necessary work done and shall be reimbursed therefore from the Lessee's share of the crops, or may, at his or her election, terminate this Lease.
- f. The Lessor expressly covenants that the Lessee, observing and performing the several covenants and stipulations herein on his or her part, shall peacefully hold and enjoy said premises during said term without interruption by the Lessor, or any person rightfully claiming under him or her, except as herein provided.
- g. This Lease shall be binding upon the heirs, executors, and administrators of the parties and the assigns of the Lessor and the assigns of the Lessee, if assignment is permitted.
- h. If Lessor should alter the layout of the Hannibal Lakeside Technology Park creating a lesser acreage amount to be leased, said difference in acreage amount will be calculated and payment will be adjusted to said Lessee.

C. PROPOSAL OPENING

All proposals, whether mailed or hand delivered, must be in the hands of the Purchasing Agent of the Hannibal Board of Public Works at the above address by the Proposal Opening date and time, which is **February 8, 2024 at 10:00 AM**. Any proposal received after such date and time, regardless of postmark date, will be rejected.

Proposals will be opened publicly, and the selected contractor will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

D. PROPOSAL SUBMITTAL METHODS

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All proposals must be received by the Hannibal Board of Public Works Purchasing Agent by the opening date and time stated in this document. The method of submittal is at the sole discretion and risk of the bidder. Preparation for any submittal method should be taken well enough in advance of the posted opening date and time to allow for unexpected issues. The Hannibal Board of Public Works is not responsible for submittal failures of any kind. Parties mailing proposals or having proposals delivered should allow sufficient time to ensure receipt by the due date and time specified. All bids must be sealed and clearly marked on the outside with the RFP number and description. Proposals are to be addressed to:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401

END OF SECTION



00200 INSTRUCTIONS TO BIDDERS

A. INTERPRETATION TO BIDDER

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, may submit a written request for interpretation. Such requests shall be directed to the Hannibal Board of Public Works Purchasing representative identified in this document or directly to the Hannibal Board of Public Works Purchasing Department at one of the following options:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401
(573) 221-8050
(573) 231-7125 - fax
purchasing@hannibalbpw.org

Any such interpretation will be made by written addendum. The Hannibal Board of Public Works will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the proposal and will become a part of the Contract Documents. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

All requests for interpretations must be received in the Purchasing Department no later than **five calendar days prior to the proposal opening date**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

The terms "bid" and "proposal" are synonymous when used in this document.

B. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

C. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected parties from those parties who meet the Hannibal Board of Public Works requirements and fall within the competitive range as determined by the Hannibal Board of Public Works. The Hannibal Board of Public Works reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, the Hannibal Board of Public Works reserves the right to award a contract to a party solely based on this initial proposal submitted and without any further interview, discussions, and negotiation.

If the Hannibal Board of Public Works determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Hannibal Board of Public Works may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, in the discretion of the Hannibal Board of Public Works, result in rejection of a proposal.

The Hannibal Board of Public Works will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). The Board of Public Works reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If the Hannibal Board of Public Works determines that a proposal has failed to meet an acceptable level on any factor listed below, the Board of Public Works may reject that proposal.

D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he or she is familiar with, assumes full responsibility for having familiarized him or herself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

E. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.010.15 of the Revised Statutes of Missouri, Hannibal Board of Public Works may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your proposal and wish to keep it confidential, please submit it in a separate envelope with your proposal and clearly mark it "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal. Any information that does not fall within Section 610.010.15 or other exception to Missouri's Sunshine Law (Section 610.010 R.S.Mo., et seq.) is a public record and will be disclosed upon request.

F. ERRORS IN PROPOSALS

Each bidder must carefully examine his or her proposal prior to submission. Failure to do so is at the bidder's risk. He or she is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

G. PROPOSAL WITHDRAWAL

Proposals may be withdrawn at any time prior to the time for the opening of proposals.

H. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he or she thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his or her responsibility for proper estimation of the difficulty or cost of the work. The Hannibal Board of Public Works assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

I. STANDARD BIDDING INSTRUCTIONS AND GENERAL CONDITIONS

Any order arising from this Bidding Event will be subject to the following WHICH ARE INCORPORATED HEREIN BY REFERENCE:

1. Hannibal Board of Public Works Missouri Standard Bidding Instructions

The referenced documents are available upon request.

J. LIABILITY AND INDEMNITY

In no event shall the Hannibal Board of Public Works be liable to the Lessee for special, indirect, or consequential damages, except those caused by the Hannibal Board of Public Works' gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the Hannibal Board of Public Works shall be limited to the amount of money to be paid or received by the Hannibal Board of Public Works under this contract.

The Lessee shall defend, indemnify and save harmless the Hannibal Board of Public Works, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Lessee hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract.

The Lessee shall indemnify and hold the Hannibal Board of Public Works harmless from all wages and overtime compensation due any employees in rendering services pursuant to contract awarded from this bid proposal or any subcontract arising therefrom, including payment of all reasonable attorneys' fees and costs in the defense of any claim made pursuant to the Fair Labor Standards Act, the Missouri Minimum Wage Act, or any other federal, state, or local laws.

The indemnification obligations of Lessee hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Lessee, under any federal or state law, to any person asserting the claim against Hannibal Board of Public Works, its elected or appointed officials, agents, and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the Hannibal Board of Public Works, its elected or appointed officials, agents, and employees, which are otherwise available under statute, or in law or equity.

END OF SECTION



00410 BID FORM

A. NAME OF BIDDER:

1. [To be used if Contractor is a corporation]

_____, a corporation organized and existing under the laws of the State of _____, with its principal office and place of business in the City of _____, with the address of _____.

2. [To be used if Contractor is a partnership]

_____, a partnership consisting of _____ and _____ of the City of _____ with the address of _____.

3. [To be used by an individual or sole trader]

_____, doing business as _____ of the City of _____, with the address of _____.

B. TO:

HANNIBAL BOARD OF PUBLIC WORKS
3 INDUSTRIAL LOOP DRIVE
PO BOX 1589
HANNIBAL, MISSOURI 63401

The undersigned proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

66 Acres More or Less Farm Lease Yearly Amount	<u>Year 2024 Total in Dollars</u>

EXCEPTIONS

The undersigned declares that the following list states all variations from and exceptions to the requirements of the RFP and that otherwise it is the intent that the work will be performed strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The Bidder recognizes that the Hannibal Board of Public Works reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has considered each provision of all said Bid Documents.

Firm Name: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Phone #: _____

Fax #: _____

Email: _____

END OF SECTION