

**CALHOUN COUNTY AND JACKSON COUNTIES
REQUEST FOR BIDS
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *TUESDAY, OCTOBER 13, 2020*

DUE DATE: *TUESDAY, OCTOBER 27, 2020*

PROJECT: *FARMLAND LEASING; RFB#123JX-20*

This Request for Bid with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bid, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 BID SUBMISSION:

In order to submit a bid to Calhoun County Purchasing, vendors must be registered with Vendor Registry, the exclusive application for vendors to participate in formal Requests for Bid process. The following link is accessible to vendors who wish to submit bids in response to bid requests:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/calhoun-county-mi-vendor-registration>.

Vendors registering for the Correctional Food Services RFP must register under the **Commodity Service Code #97135**.

Potential bidders should contact the following if they are unable to submit their bid response electronically:

Leslie R. Obrig, Purchasing Coordinator
lobrig@calhouncountymi.gov

Properly registered vendors will receive notice of upcoming bids for which they have expressed an interest. Vendors can access the status of active and inactive bids at the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=ed24d102-09ce-4209-adaf-0c563c3611f8>

The Vendor Registry bid platform is the source for vendor registration, bid notice, bid updates and RFB/RFP amendments, pre-proposal conferences, Q&A's, public bid opening and submitting bids and proposals. Vendor instructions for submitting a bid/proposal in response to this solicitation are available at the following link:
<https://www.calhouncountymi.gov/departments/administration/purchasing.php>

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME	ADDRESS
_____	_____
_____	_____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract.

The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to Jackson County. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun and Jackson Counties.

Insurance requirements for RFB#123JX-20 farmland leasing are pursuant to County of Jackson, policy #5110, article XI "*Lessees of property owned by the County of Jackson and permittees using property or grounds owned by the County of Jackson*", which are available in **Attachment D.**

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the proposal process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee

of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, proposal, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one

proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible proposer whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for proposal.

1.15.5 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole

convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed proposal/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution

that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The term of the contract shall be for a *three year term, commencing on January 1st, 2021*. Calhoun County, for itself and as the agent for Jackson County reserves the right to delay the commencement of this contract for the purposes of allowing either county and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

2.1.1 The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting bids in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid. Emphasis should be on completeness and clarity of content.

2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The bid must be signed by an official authorized to bind the contractor to its provisions. bids must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF BIDS

2.2.1 The bids shall be legibly prepared in either ink or typed.

2.2.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the proposer.

2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's bid will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

Questions that arise as a result of this RFB should be submitted via the Vendor Registry web portal @ <https://vrapp.vendorregistry.com/Account/LogOn?returnUrl=%2F> . Questions are due by **Tuesday, October 20, 2020 @ 5:00 PM**. County replies to questions submitted by Vendors will be published to the Vendor Registry web portal and will be made available to all vendors registered under this RFP.

2.5 RESPONSIVE BID

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE BIDS

Any bid time stamped at Vendor Registry web portal after the exact time specified will not be considered.

2.7 ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidders's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement with the RFP terms and conditions.

2.8 WITHDRAWAL OF BID

Proposals may be withdrawn from the Vendor Registry web platform prior to the exact time set for receipt of proposals by the vendor's authorized representative, provided the representative's identity is made known.

PART III - TECHNICAL SPECIFICATIONS

3.0 INTRODUCTION TO SPECIFICATIONS

The Jackson County Department of Transportation (JCDOT) will be accepting bids on Property Rental(s) for “**FARMING PURPOSES ONLY**” (Agriculture). All bids must be based on a per acre per year basis with this being a *three year contract*. At the end of the contract if both parties agree to extend the lease, it may be done on a year to year basis. Hunting rights will not be a part of this land lease contract.

Rental amount will be due by Dec.31st for each preceding year of this contract. If rental amount is not paid within specified period the award will go to the next highest bidder. Crops must be off said properties by Dec.31st of the bid year. If JCDOT deems to use the said property (s) for JCDOT business the successful bidder will be compensated for crops damaged on a fair market value.

3.0.1 **Bid Properties**

47.11 acres east of Parma Garage	Property ID No: 000-07-30-301-007-03
77.90 acres north side of Cornell Rd	Property ID No: 000-11-20-300-001-00
30.52 acres south side of Behling Rd Pit	Property ID No: 000-11-19-201-001-04 000-11-19-476-001-01

Acres listed above are what are registered through ASCS office in Jackson County, Jackson Mich.

3.0.2 **Soil Nutrient Conditions**

During the duration of this contract, the awarded bidder will be expected to maintain the soil nutrient levels of all of the leased farmland. Soil samples will be tested every spring by JCDOT to ensure the farmland soil nutrient levels are being maintained.

3.0.3 **Modification of Service**

JCDOT or its designated representative reserves the right to modify this service during the course of this contract. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the JCDOT. Changes may be increased or decreased.

3.0.4 **Damages**

The contractor shall, at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

3.0.4.1 Damage to traffic control devices (signs) shall be reported to the JCDOT or designated representative immediately. Damage to any areas, desirable natural growth areas, shrubs and trees to include among other things; ruts, deep wheel depressions and wheel slipping damage caused by the contractor through negligence shall be repaired to the satisfaction of the JCDOT or designated representative as further described below.

3.0.5 Rejection of Work

JCDOT shall have the right to inspect equipment to be used in carrying out the terms of this contract. The JCDOT shall not be held responsible for any damage to the contractor's equipment.

3.0.6 Termination

Total or partial termination of a bid shall not relieve the contractor of contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for any just claim arising out of the work performed.

3.0.7 Reject Bids

JCDOT reserves the right to reject any or all bids and to award the bid in the best interest of the Jackson County Department of Transportation.

3.1 CONTENTS OF BID

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bid. **Vendor bids should include the following:**

3.1.1 Legal Status of Bidder completed (*ref. Sec. 1.4*)

3.1.2 Attachment A (*Non-Collusion Affidavit*)

3.1.3 Attachment B (*Certificate of Authorization for Contract Execution*)

3.1.4 Attachment C (*pricing sheet fully completed & signed*)

3.2 BID EVALUATION CRITERIA

It is the intent of Calhoun/Jackson County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Calhoun/Jackson County, based on the following criteria:

3.2.1 *Pricing*

3.2.2 *References*

3.3 RESPONSE TO RFP/RFB

Bid responses must be time stamped on or before the date and time specified on the first page of this RFP, by Vendor Registry. Proposers are responsible for the timely receipt of their proposals by Vendor Registry.

LATE BID/PROPOSAL PACKETS WILL NOT BE CONSIDERED.

3.4 AWARD OF BID

Upon award of bid, the successful contractor is required to attend (a) start-up meeting(s) with JDOT personnel to discuss farming plans.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder/proposer, by its officers and authorized agents or representatives present at the time of filing this bid/proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder/proposer or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder/proposer or public officer any sum of money, or has given or is to give to such other bidder/proposer or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder/proposer or bidder/proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid/proposal, that no inducement of any form or character other than that which appears on the face of the bid/proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid/proposal or awarding of the contract, nor has this bid/proposal any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid/proposal.

COMPANY: _____

BY: _____
(Signature)

NAME: _____
(Type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of (Official Corporate Title) the corporation named contractor herein: that _____ who signed the foregoing bid on behalf of said corporation was then _____ of said corporation; that said bid was duly signed for on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C

BID SHEET

**FARMLAND LEASE; RFB#123JX-20
JACKSON COUNTY DEPARTMENT OF TRANSPORTATION
2021-2023
PER YEAR BID**

Price per acre/yr: _____
47.11 acres east of Parma Garage

Property ID No: 000-07-30-301-007-03

Price per acre/yr: _____
77.90 acres north side of Cornell Rd

Property ID No: 000-11-20-300-001-00

Price per acre/yr: _____
30.52 acres south side of Behling Rd Pit

Property ID No's: 000-11-19-201-001-04
000-11-19-476-001-01

References:

Provide at least two (2) references from residents that you currently lease farmland from.

(Attachment C – continued)

COMPLETE FOR BID SHEET C

Company or Bidder's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **Fax Number:** _____

Contact Person: _____

Title: _____

Email Address: _____

The Undersigned hereby offers and agrees to furnish the material or service to Jackson County Department of Transportation (JCDOT) in compliance with the terms and conditions of the Request for Proposal. Upon final approval and notice of award by the County, the Contractor is bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, as accepted by the County.

During the duration of this agreement, the Calhoun County Road Department (CCRD) may offer the Contractor the opportunity to furnish the materials or services listed by the attached contract based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, contingent upon the mutual agreement of both parties as to quantities, delivery location, and the sell price.

EXCEPTIONS/NOTES: _____

Quantities shown within this contract shall not be construed to represent any amount which the County shall be obligated to purchase under this contract, or relieve the contractor of his obligation to fill all orders placed by the County.

Authorized Signature: _____

Date: _____

ADDENDUM

ATTACHMENT D

INSURANCE LESSEES

Book County Policies
Section 5000: Administrative
Title Insurance-Lessees
Code 5110
Status Active
Adopted December 18, 2001
Last Revised January 20, 2010

**COUNTY OF JACKSON
POLICY MANUAL
Administrative
POLICY NO. 5110
ARTICLE XI
Insurance Lessees**

**LESSEES OF PROPERTY OWNED BY THE COUNTY OF JACKSON and PERMITTEES
USING PROPERTY OR GROUNDS OWNED BY THE COUNTY OF JACKSON.**

Lessees of property and/or permittees using property owned by the County of Jackson shall maintain and pay for such insurance as will provide protection from the following claims:

Claims under Workers' Compensation acts and other employee benefit acts (if applicable)

Claims for damage because of Bodily Injury, including death, or Property Damage to any third party, arising from activities of lessee/permittee.

Other insurance as may be required at the request of Jackson County

Workers' Compensation Insurance: including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. (if applicable)

Commercial General Liability Insurance: on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ;

(Attachment D – page 2)

Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insured*: The County of Jackson, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice: Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Name and address of responsible party)."

All lessees/permittees will be required to sign and agree to the following indemnification and hold harmless agreement:

To the fullest extent permitted by law, lessee/permittee agrees to defend, pay on behalf of, indemnify, and hold harmless the County of Jackson, its elected and appointed officials, employees and volunteers against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the County of Jackson by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of any and all activities of lessee/permittee.

Property Insurance - Disclaimer and Waiver of Subrogation.

In all cases where property is leased by the County of Jackson, or permittees are using Property owned by the County of Jackson, it is expressly agreed that the County of Jackson IS NOT RESPONSIBLE for damage, destruction, theft, disappearance, loss of use, or other loss to property owned by, or for any other reasons in the care, custody, or control of lessee or permittee. Lessees or permittees must maintain and pay for such insurance as will adequately protect themselves against loss from any such damage, destruction, theft, disappearance, loss of use or other loss.

Additionally, lessees or permittees agree to waive their rights, and the rights of their respective insurance companies for recovery against the County of Jackson, from any such losses. Such waiver is called a WAIVER OF SUBROGATION and is, or can easily be added to, standard wording for Property Insurance Policies covering fire and other perils.

Typical policy wording would be:

"It is hereby stipulated that this insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right to recovery against any party for a loss occurring to the property insured hereunder."

(Attachment D – page 3)

The Certificate of Insurance must certify the Waiver of Subrogation provision in support of this agreement.

Prior to the commencement of activities, such vendors shall provide a Certificate of Insurance with the following provisions:

Certificate Holder: County of Jackson
County Administrator/Controller's Office – 6 Floor
120 West Michigan Avenue
Jackson, Michigan 49201

The foregoing are considered minimum acceptable coverages and limits. For specific circumstances, determined solely at the option of the County of Jackson or its boards, commissions, or agencies, other insurance coverages, higher limits of liability, etc., may be required.

Note: See Purchasing Policies 2020 & 2030

Adopted 12/18/01

Revised 4/20/10