

MUSKEGON COUNTY

M I C H I G A N

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February 9, 2010

ALFALFA SALE
REQUEST FOR BIDS
RFB 10-1729

Vendor _____

The Muskegon County Board of Commissioners invites your bid on the sale of Alfalfa for the Muskegon County Wastewater Management System. A set of conditions and specifications/requirements are enclosed.

Bids are due in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI 49442, no later than 3:00 P.M., prevailing time, Thursday, February 18, 2010.

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their bids are stamped by Purchasing Office personnel by the deadline indicated.

No late bids will be accepted.

Joseph W. Siedenstrang
Accounting Manager



DEPARTMENT OF FINANCE AND MANAGEMENT - PURCHASING • 141 E. APPLE AVENUE • MUSKEGON, MI 49442-3404
231.724.6281 • FAX 231.724.6593 • purchasing@co.muskegon.mi.us • www.co.muskegon.mi.us

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ALFALFA SALE
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The Muskegon County Board of Commissioners invites your bid on the sale of Alfalfa for the Muskegon County Wastewater Management System.

Bid request forms are available in the Muskegon County Purchasing Office, Central Services Building, 141 East Apple Avenue, Muskegon, MI 49442 or the Muskegon County Purchasing website at www.co.muskegon.mi.us/financeandmgt/pur_cs.htm. Bids are due in the Purchasing Office, no later than 3:00 PM, prevailing time, Thursday, February 18,2010.

No late bids will be accepted. The Board reserves the right to accept or reject any or all bids, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

Joseph Siedenstrang
Accounting Manager

BID CERTIFICATION / NON-COLLUSION AFFIDAVIT

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder.

Vendor: _____

Street Address: _____

City/State/Zip Code: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Web Site: _____

Signature: _____

Signer's Name Printed: _____

Title: _____

Date Certified: _____

BID SUMMARY

All cost (including equipment, labor cost for cutting and removal and all other costs) must be included in the total purchase per ton prices.

Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the bid summary as stated above shall be cause for rejection of bid. (Remember to double check your addition, subtraction and multiplication.)

Total bid per specifications and conditions contained in the bid request. Price is the dollar amount to be paid per ton of 32% dry matter, moisture corrected alfalfa haylage.

Price per ton of alfalfa produced in field 1	\$ _____
Price per ton of alfalfa produced in field 2	\$ _____
Price per ton of alfalfa produced in field 27	\$ _____
Price per ton of alfalfa produced in field 30	\$ _____
Price per ton of alfalfa produced in field 31A	\$ _____
Price per ton of alfalfa produced in field 46	\$ _____
Price per ton of alfalfa produced in field 52	\$ _____

Company Name: _____

Signature: _____

Printed Name: _____

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each).
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Signature: _____

Printed Name: _____

BID CONDITIONS/INSTRUCTIONS TO BIDDERS

These conditions are an integral part of this bid and the vendor must comply with them.

1. Bid Submittals

Vendor must bid on this form and as requested. **Vendor must submit two (2) copies of bid; One copy marked "Original" and one copy marked "Copy".** Vendor should make copy of bid for his or her file. The vendor's name and address must appear on the outside of the envelope. The bid must be sealed. If the bid was downloaded from the internet, the vendor must clearly write the bid name and number on the outside of the envelope along with the vendor's business name.

2. All cost (including equipment, labor cost for cutting and removal and all other costs) must be included in the total purchase per ton prices as stated on the Bid Summary page.

Bidders are to submit prices on the lines (spaces) provided on the Bid Summary page(s). Every line (space) must contain a numeric figure, zero (0) or line (-). Failure to complete the bid summary as stated above shall be cause for rejection of bid. (Remember to double check your addition, subtraction and multiplication.)

3. Delivery Date

~~The delivery time or completion date, as stated in the bid form, shall be the time required to deliver and complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder/offeror shall, unless otherwise stated by the County, show the delivery time for each item separately.~~

State anticipated delivery date _____

~~All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.~~

4. Invoices and Payment Terms

~~Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than ten (10) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.~~

State terms of sale _____

5. State the maximum time this bid will be in force _____ (Minimum 60 Days).

6. Specification Inquiries

If there are any questions concerning the specifications contained in this Bid Request, please contact Ken Scarth, Farm Manager at (231) 724-3461.

7. Bid Procedure Inquiries
If there are any questions regarding bid procedures, please contact the Purchasing Office at (231) 724-6281.
8. ~~State manufacturer's name and number where requested.~~
9. Brochures and Literature
Enclose brochure(s) with bid, if available.
10. Vendor Samples
~~Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.~~
11. Insurance Requirements
The vendor should enclose with his or her bid an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of this bid. This must be furnished before the awarding of the bid and before the signing of any County/contractor agreements and/or work performed by the vendor.
12. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all bids, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon.
13. Legal Requirements
Federal, State, County and local ordinances, rules and regulations and policies shall govern development, submittal and evaluation of bid and disputes about bids. Lack of knowledge by a vendor about applicable law is not a defense.
14. Bidder/Offeror Representation
Each bidder/offeror must sign the bid with his/her usual signature and shall give his/her full business address on the form provided in this bid.

Bids by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.
15. Subcontracting
No portion of this bid may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this bid.

16. Assignment
~~Any purchase order awarded shall not be assignable by the vendor without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.~~

17. Civil Rights

A. The Vendor assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this Vendor.

Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women and handicapper owned businesses in contract solicitations. The vendor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority, women, and handicapper owned business in subcontracting; and (2) making discrimination a material breach of contract.

B. The Vendor assures that it meets the requirements of the Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990.

C. The Vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

18. Alternates & Deviations

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Accounting Manager or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

19. Rejection of Bid

Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

20. Award
The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the bid. The following criteria may be considered by the County in selecting the most advantageous bid: a) Ability to perform the service required within the specified time; b) Conformance to specifications; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Vendor references.
21. Bidder/Offeror Qualifications
No bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County or that is deemed irresponsible or unreliable by the County. If requested, bidders/offers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.
22. Vendor/Bidder Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:
- Step 1
The vendor must contact the Accounting Manager within seven (7) days of the incident about which he or she has a complaint. The Accounting Manager may request the vendor to present the complaint in writing if it is serious and/or the vendor is requesting a delay of the purchase award.
- The Accounting Manager will investigate the complaint and review all findings with the County Administrator. The Accounting Manager will reply verbally or in writing to the vendor after discussion with the County Administrator.
- Step 2
If the vendor is dissatisfied with the Accounting Manager's reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.
23. Material Safety Data Sheet
~~Each vendor shall provide the County of Muskegon with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheet, (Form OSHA-20) for each product you are using on this project, if hazardous materials are being used.~~
24. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Accounting Manager as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

25. Bid Opening
Bids will be opened and read publicly in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, Muskegon, MI at 3:00 P.M., prevailing time, Thursday, February 18, 2010.
- No bid award will be made at the time of the opening.
26. Telegraphic/Electronic Bid Submittal
Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines or electronic mail) are **not** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service or other means.
27. Bid Changes
No late bids will be accepted.
Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening will be void regardless of when they were mailed.
28. Purchase Order
~~A purchase order will be issued to the successful vendor after the bid has been awarded by the Muskegon County Board of Commissioners. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Accounting Manager or an authorized representative.~~
29. Accelerated Pay Discounts
~~Accelerated discounts should be so stated on the bid form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.~~
30. Bid Results
Vendors submitting bids who wish to know the results before the award is made, may visit the website at <http://www.co.muskegon.mi.us/financeandmgt/bidtabulations.cfm> , call the Muskegon County Purchasing Office at (231) 724-6281 or visit the office. After the award is made, the bid results will be posted on the Muskegon County Purchasing website.
31. Taxes
Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for County Sales Tax will be furnished upon request.
- Federal Excise Tax: ~~The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.~~

~~The County's Tax Exempt Certification is available for bidder viewing upon request. http://www.co.muskegon.mi.us/financeandmgt/pur_forms.htm
The County's Federal ID # is 38-6006063.~~

32. For the benefit of brevity, when the pronouns "he" or "his"/"she" or "her" are used, it is not intended to denote the gender of any person.
33. Exceptions
The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.
34. Brand Names
~~Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the quote must: a) indicate the alternate manufacturer's name and catalog number; b) include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.~~
35. Ownership and Use of Documents
 - a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.
 - b. The vendor will retain all of its records and supporting documentation relating to this agreement and not delivered to the County, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
36. Termination for Convenience
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits which may have been earned up to the date of termination.

37. Termination for Default
When the vendor has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.
38. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the vendor shall be reimbursed for a reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
39. Rights and Remedies of County for Default
~~If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.~~
40. Avoidance of Conflict of Interest and Confidentiality
The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:
- a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.
 - b. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
 - c. Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
41. Bid conditions/instructions to bidders, specifications/requirements may become part of a contract for this product/service.

42. Freedom of Information Act
Bids will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the bid. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.
43. Debarment
If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
44. Bidder Registration
If the successful bidder is not registered with the County of Muskegon as a vendor, the bidder will be required to complete a vendor registration in order to be awarded the bid. If the awarded bidder does not submit the completed registration to the Purchasing Office within 48 hours of its being notified of the award, the County may determine that the bidder shall be deemed not responsive and not be considered for an award.
- If the vendor is a DBE (Disadvantaged Business Enterprise), the vendor is encouraged to complete the Unified Certification Application and become a certified vendor with the County of Muskegon.
45. Mandatory Pre-Bid Meetings
~~A representative from the bidder's company is required to attend the mandatory pre-bid meeting. The representative must be in attendance of the meeting before the meeting is officially adjourned by the moderator in attendance. Failure to attend the mandatory pre-bid meeting will result in the bidder being disqualified from bidding.~~
46. Cooperative Bidding
~~Various municipalities (consisting of the county, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the vendor awarded the bid extend to members of the group the same prices quoted in this bid. Each individual participating member will place their own orders and be responsible for paying their own invoices.~~
47. Bid Award/Contract Renewal Option
~~The bid award/contract is for one year with the option to renew for two subsequent years, one year at a time, based on mutual agreement between both parties.~~

BID SPECIFICATIONS

If there are any questions regarding the following specifications, please contact:

Ken Scarth, Farm Manager at (231) 724-3461

The Muskegon County Wastewater System is taking bids for alfalfa produced on the Wastewater site. The alfalfa will be sold standing in the field. Seven different fields, as described below, will be bid separately. A formal contract will be drawn up after the bidding process with each successful bidder. The general terms of the contract are outlined in the following description:

1. The fields are:

Field 1	134.3 Acres	To be planted Spring of 2010	4 Yr. Contract
Field 2	101.7 Acres	To be planted Spring of 2010	4 Yr. Contract
Field 27	121.3 Acres	To be planted Spring of 2010	4 Yr. Contract
Field 30	107.3 Acres	To be planted Spring of 2010	4 Yr. Contract
Field 31A	40.5 Acres	To be planted Spring of 2010	4 Yr. Contract
Field 46	103.0 Acres	To be planted Spring of 2010	4 Yr. Contract
Field 52	34.2 Acres	To be planted Spring of 2010	4 Yr. Contract

NOTE: See accompanying map for location of each field.

2. Fields 1, 2, 27, 30, 31A, 46 and 52 will be under four year contracts.
3. Fields will be irrigated with partially treated wastewater. The County is making no representations, nor providing any warranty whatsoever with respect to the suitability of the alfalfa product for use by the purchaser. Accordingly, the County shall not be held liable for the quality of alfalfa offered to the Purchaser with respect to its suitability for livestock feed.
4. The County will be responsible for scouting and treatment of disease, weed, insect and fertility problems and will have total control over the method of crop management. The County will not be liable to the Purchaser for any crop loss regardless of the cause.
5. Purchaser shall be responsible for providing all necessary labor and equipment to perform the harvesting operation including repairs and towing stuck vehicles.
6. A four cutting per year program is anticipated with a maximum of three cuttings the year of seeding. A fifth cutting may also be available some years. The County and Purchaser shall agree on the timing for each cutting, including at least one full day for the irrigation rigs to be parked. Alfalfa shall be harvested as chopped crop to keep the irrigation down time at a minimum with down time not to exceed more than four days per cutting, except for weather circumstances beyond control of Purchaser.

7. All alfalfa will be weighed at the County scales, located along Swanson Road approximately ½ mile north of White Road (see map).
8. Moisture content samples will be taken from approximately every tenth load and will be used to determine tonnage for payment purposes. Approved GPS yield monitor systems which take several moisture readings during the chopping process will also be acceptable, if the purchaser also agrees to use this method to determine moisture.
9. Purchaser shall pay the County within two weeks of receiving a bill from the County after each cutting. Any other sampling and testing is the responsibility of the Purchaser.
10. Proof of credit worthiness will be required of winning bidders.
11. Bid price will be based on price per ton at 32% dry matter.
12. The contract will be used for each winning bid.

REFERENCES

The vendor must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed:

1. Company Name: _____
- Street Address: _____
- City/State/Zip Code: _____
- Contact Person: _____
- Phone No.: _____

2. Company Name: _____
- Street Address: _____
- City/State/Zip Code: _____
- Contact Person: _____
- Phone No.: _____

3. Company Name: _____
- Street Address: _____
- City/State/Zip Code: _____
- Contact Person: _____
- Phone No.: _____

COUNTY OF MUSKEGON
SERVICE VENDOR'S INSURANCE REQUIREMENTS

A. PROOF OF INSURANCE

The vendor shall furnish the county with satisfactory proof of insurance (e.g. certificate of insurance, binder, copy of policy declaration page) prior to signing the County/Vendor agreements.

B. REQUIRED COVERAGES

Liability policies shall include the county and its subsidiaries, departments, and agencies and their respective officials, officers, directors, employees, and agents named as Additional Insureds.

WORKERS' COMPENSATION

Coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A - Compensation as required by Statute
Coverage B - Employer's Liability to \$500,000

COMMERCIAL GENERAL LIABILITY

Coverage on the standard ISO 1993 Form, which includes contractual liability, personal injury, broad form property damage, extended liability, and, where applicable, products liability coverage, with coverage limits of:

Per occurrence \$1,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY

Coverage on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage,
Any One Accident or Loss \$1,000,000

UMBRELLA OR EXCESS LIABILITY

Per occurrence \$1,000,000

1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverages evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.
2. Upon the request of the County, the Vendor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein.

3. The Vendor's indemnity obligation specified in Paragraph C of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph C of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.
5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:
The County of Muskegon
Attn: Purchasing
141 East Apple Avenue
Muskegon, MI 49442

C. HOLD HARMLESS AGREEMENT

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

D. SUBCONTRACTOR REQUIREMENTS

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

E. CANCELLATION OR REDUCTION IN COVERAGE

Notice: In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

NO BID RESPONSE FORM

**Muskegon County Purchasing
Central Services Building, 1st Floor
141 E. Apple Avenue (East Entrance)
Muskegon, MI 49442
Fax Number: 231.724.6593**

Complete this form if you do not intend to respond to this request. Failure to do this may result in your firm being removed from our bid list for this commodity.

Bid Number: _____ **Opening Date:** _____

Name of Bid: _____

1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (Explain below). _____
2. Specifications are unclear (Explain below). _____
3. We are unable to meet specifications. _____
4. Insufficient time to respond. _____
5. Our schedule would not permit us to perform within the required time. _____
6. We are unable to meet bond requirements. _____
7. We are unable to meet insurance requirements. _____
8. We do not offer this product or service. _____
9. Remove us from your bidder's list for this particular commodity or service. _____
10. Keep our name on your bidder's list for future reference. _____
11. Other (Specify below). _____

REMARKS:

Company Name: _____ **Date:** _____

Signature: _____ **Printed Name & Title:** _____

SALES DISCLAIMER

BUYER AGREES BY SIGNING THIS FORM THAT THEY HAVE BEEN ADVISED OF THE FOLLOWING:

DESCRIPTION: _____

This equipment/vehicle/product is sold "as is", not expressly warranted or guaranteed and the seller hereby disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

Purchaser shall not be entitled to recover from seller any consequential damages to property, damages for loss of use, loss of time, loss of profits or income or any incidental damages.

Seller in no way guarantees or warranties that this equipment/vehicle/product is in conformance with the original specifications.

Buyer's Signature

Date

CONTRACT FOR SALE OF ALFALFA CROP

This Agreement is made effective as of the ____ day of _____, 2010, by and between the County of Muskegon, by and through its County Board of Public Works, on behalf of the Muskegon County Wastewater Management System, hereinafter variously referred to as either "County" or "Grower", and _____, sole proprietor of a for profit agricultural business with offices in _____, Michigan, hereinafter referred to either as "Dairy" or "Purchaser".

RECITALS

1. County, through its Board of Public Works, operates the Muskegon County Wastewater Management System, and on said System property grows agricultural product as part of its wastewater treatment process.

2. Purchaser has expressed interest in purchasing certain alfalfa agriculture product, and County is agreeable to the sale of same, upon the following terms and conditions:

Section 1. Basic Agreement. County, as Grower, agrees to sell, and _____, as Purchaser, agrees to buy approximately ____ acres (consisting of tillable portions of fields as below described) of alfalfa crop grown by County on Muskegon County Wastewater Management System property.

Section 2. Production and Growing of Crop.

- A. General. County, as Grower, agrees to provide for production of alfalfa on Field Number(s) _____ at the Metro System, which field(s) are located in Section(s) _____ of _____ Township, which field(s) are more explicitly described in attached and incorporate Site Map.
- B. Crop Management. The parties contemplate and agree that the alfalfa crop on such fields shall be irrigated with partially treated wastewater sprayed by center pivot machines in accordance with customary County System practices.
- C. Additional Crop Management. The County shall be responsible for scouting and treatment of the crop for disease, weed, insect, and fertility problems. The County will use Integrated Pest Management (IPM) approaches developed by Michigan State University for pest control and the County shall utilize soil sampling and wastewater analysis to calculate fertilizer needs. Provided, however, it is understood and agreed by the parties that the County shall have total control over the method of crop management. Parties agree that existing seeding of subject fields for alfalfa product is satisfactory for the duration of this agreement although County may at its option elect to re-seed at any time.

Section 3. Harvesting of Crop. Purchaser shall be responsible for providing all necessary labor and equipment to perform harvesting activity; accordingly, Purchaser is responsible for all operations, maintenance, and repair for any and all equipment and all personnel needed to perform such harvesting. Consisting therewith, Purchaser shall be responsible for cutting, and ultimate

removal of crop from fields. All such work shall be done in accordance with sound agricultural practices. When done harvesting each field, the Purchaser's chopper operator shall call (231) 724-3461 to notify the farm manager directly or by voice mail what time this occurred.

Section 4. Timing of Harvest. The parties agree that alfalfa cuttings shall be managed to provide maximum quality and yield with due consideration given to stand longevity. The County shall determine the cutting time and provide three (3) days notice to the Purchaser prior to each cutting.

Section 5. Payment. Purchaser shall pay the County at the rate of \$ _____ per ton of 32% of dry matter alfalfa as converted, using Michigan State University standards. All alfalfa will be weighed at the County scales, which scales are located approximately ½ mile north of the corner of Swanson and White Roads. Moisture content samples shall be taken every tenth load (but at least one per field) or as may be reasonable agreed by party representatives based on harvesting considerations. Such moisture content samples shall be used to determine tonnage for payment purposes. Purchaser shall pay the County within two (2) weeks of receiving the bill from each field cutting.

The County and Purchaser shall agree on the timing for each cutting, including at least one full day for the irrigation rigs to be parked. Alfalfa shall be harvested as chopped crop to keep the irrigation down time at a minimum with down time not to exceed more than four (4) days per field per cutting, except for weather circumstances beyond control of Purchaser.

Section 6. Representations and Warranties. The parties hereto acknowledge and agree that the County is making no representations, nor providing any warranty whatsoever with respect to the suitability of the alfalfa product for use by the Purchaser. Accordingly, the County shall not be held liable for the quality of alfalfa offered to the Purchaser with respect to its suitability for livestock feed. However, the County will provide the Purchaser, upon request, data on the treated wastewater used for irrigation on the fields set forth in this agreement, but the County is not obligated to provide further or other than routine testing. Additionally, the County shall not be liable to Purchaser for any crop loss irrespective of cause.

Section 7. Insurance and Indemnity.

- A. Insurance. Purchaser agrees to provide worker's compensation and comprehensive general liability insurance evidencing coverage in adequate amounts to protect the Purchaser and Purchaser's employees, and shall upon request, submit to the County certificates of such insurance and/or worker's compensation coverages.
- B. Liability. Purchaser agrees to indemnify, hold and save the County, its officers, agents and employees, harmless from any and all liability of any nature or kind, including costs and expenses, or on account of any or all suits or damages which may be brought or sustained by any person or property resulting in whole or in part, from the negligent act or omission of any employee, agent, or representative of the Purchaser or from act or omission by any agent or subcontractor of Purchaser and further, Purchaser shall indemnify, hold and save the County, its officers, agents and employees, harmless from any liability of any nature or kind, including cost and expenses, for or on account of any or all suits or damages brought by

or sustained by any person or property resulting from Purchaser's utilization of such agricultural product for livestock feed, irrespective of any lack of negligence or omissions on the part of said employee, agent or representative of the Purchaser.

Section 8. Miscellaneous.

- A. Waste and Due Care. Purchaser agrees to perform its harvesting activities in such a manner as to avoid damage or destruction of County property and, in the event of any such waste or damage to the County premises, shall be required to restore and/or replace such damaged property, returning same to its original condition, wear and tear accepted.

- B. Communications Contacts. County and Purchaser shall coordinate the detail set forth in this agreement for communications between the County Wastewater Farm Manager or in his or her absence, the County Wastewater Assistant Director or in the absence of the County Wastewater Assistant Director, the County Wastewater Director, on behalf of the County, and an authorized representative on behalf of the Purchaser.

Section 9. Duration. The parties agree that this Agreement shall have a term of (4) years, covering the 2010 - 2013 alfalfa crops in fields 1, 2, 27, 30, 31A, 46 and 52, as above identified.

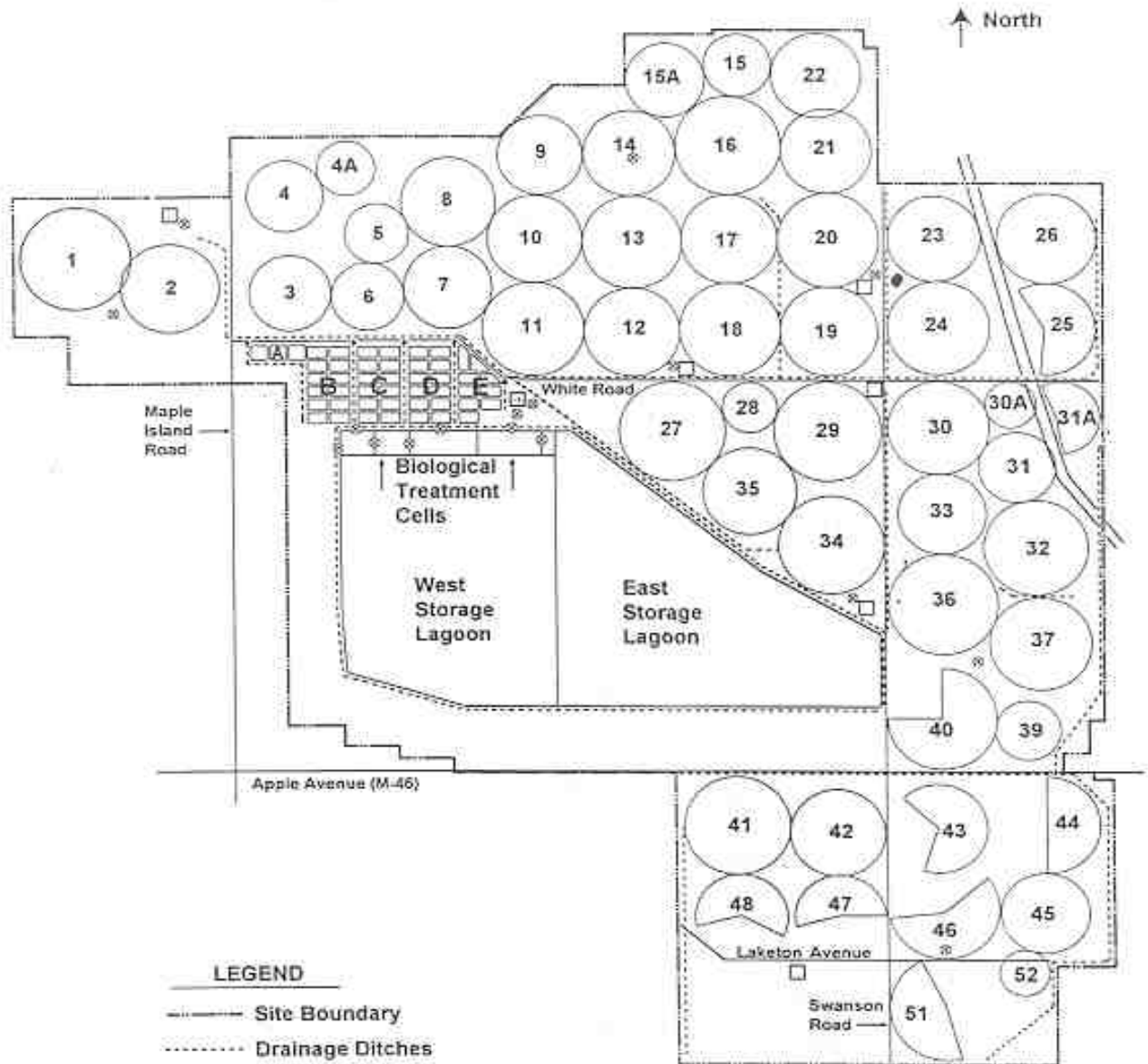
By: _____
Dave Kendrick, Director
Muskegon County Wastewater Management System

Dated: _____

By: _____

Dated: _____

Muskegon County Wastewater Site Map



- LEGEND**
- Site Boundary
 - - - - - Drainage Ditches
 - Center Pivot Irrigation
 - (A) Rapid Infiltration Basins
 - * Pad-Mount Sub
 - Building
 - Scales