

**REQUEST FOR PROPOSAL**  
**Farm Land Lease**

Lapeer Community Schools invites interested persons to submit proposals to lease land for the purpose of soil cultivation and crop production. Information regarding available land is in the proposal packet.

Proposal packets may be obtained (M-F, 8:00 a.m. – 4:00 p.m.) from the Lapeer Community Schools Administration Office, 250 Second Street, Lapeer, MI 48446 or may be downloaded from our website at <https://www.lapeerschools.org/cms/One.aspx?portalId=3097475&pageId=5544414>

Proposals must be submitted to the Administration Office no later than 1:00 p.m. on Wednesday, January 4, 2017. Late proposals will not be accepted. Proposals must conform to the requirements set forth in the proposal packet.

Proposals will be opened and reviewed at the Administration Office at 1:30 p.m. on Wednesday, January 4, 2017, and then considered by the Lapeer Community Schools Board of Education at the January 19, 2017 meeting.

Lapeer Community Schools reserves the right to reject any or all proposals and to accept any proposal that best serves its needs and is deemed to be in the best interest of the district.

## **INSTRUCTIONS & SPECIFICATIONS**

### Lapeer Community Schools Farm Land Lease

#### 1. **PROPOSALS:**

Proposals, in duplicate, must be sealed in an opaque envelope labeled “**Farm Land Lease Proposal.**”

Proposals must be type-written, signed (by the respondent or a duly authorized representative of the respondent), and dated. Proposals must remain firm for a period of forty-five (45) days beyond the date of proposal opening.

Issuance of the Request for Proposals does not confer any rights to any prospective respondent and does not obligate Lapeer Community Schools to enter in to the Lease Agreement (included with the proposal packet). Any costs associated with the preparation of a response to the Request for Proposal shall be the sole responsibility of the respondent.

The district will use discretion with regards to disclosure of proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the district is subject to Michigan’s Public Record Law. Any confidential or proprietary information should be clearly marked as such.

All pertinent documentation must be included with the proposal submitted. Failure to comply may result in the determination of a proposal being nonresponsive and be cause for the proposal to be rejected.

Once submitted, the proposals and any supplementary documents become the property of Lapeer Community Schools.

#### 2. **QUALIFICATIONS OF RESPONDENTS:**

Respondents must demonstrate the capability to competently and responsibly engage in soil cultivation and crop production and to comply with the Lease Agreement. Lapeer Community Schools may make that investigation as it deems necessary to determine the ability of a respondent to do so. Lapeer Community Schools reserves the right to reject any proposal if the respondent fails to satisfy the district that she/he/it is qualified to perform the work contemplated.

Lapeer Community Schools may, in its sole discretion, require respondents to submit sworn statements as to financial ability, equipment and experience in soil cultivation and crop production and other matters that the State requires for the protection and welfare of the public in the performance of the Lease Agreement. Respondents offering proposals are strongly encouraged to incorporate such information in to their proposals.

#### 3. **CONSIDERATION/AWARD OF LEASE AGREEMENT:**

Lapeer Community Schools reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects and informalities.

Lapeer Community Schools will consider all elements entering into the question determining the qualifications and responsibility of a respondent. The award of this contract shall be to the highest qualified

and responsible respondent offering a compliant proposal. A qualified and responsible respondent is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform the Lease Agreement according to its terms.

Lapeer Community Schools may supplement or change instructions and specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum. Any addendum will be forwarded to all persons who have requested a proposal packet or submitted a proposal, and will be posted at district's website.

Lapeer Community Schools and/or its designee may choose to conduct interviews of qualified and responsible respondents. Further, qualified and responsible respondents may be required to make presentation[s] to Lapeer Community Schools or its designee.

4. LEASE AGREEMENT:

The successful individual or entity shall execute a Lease Agreement, substantially similar to that included with the proposal packet, within thirty (30) days after notice of award of the Lease Agreement is given. The Request for Proposals, Instructions and Specifications, and Proposal in their entirety form the primary basis of the Lease Agreement.

Lapeer Community Schools reserves the right to supplement the Lease Agreement after proposal consideration and award. County will *consider* supplemental Lease Agreement language submitted by the selected respondent.

5. LAWS AND REGULATIONS:

The successful individual or entity must be cognizant of and shall scrupulously adhere to all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

6. LATE PROPOSALS:

Proposals that are not timely received will not be accepted. Late Proposals will be returned, unopened, to the bidder.

7. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has: examined and carefully checked the Instructions and Specifications and the Lease Agreement; conducted a due diligence investigation; and have offered a fully compliant proposal.

LEASE AGREEMENT  
Lapeer Community Schools  
Farm Land

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Lapeer Community Schools (“District”), a body corporate, and \_\_\_\_\_ (“Tenant”).

Whereas, District owns, controls and operates the Lapeer Community Schools Farm Land (hereinafter referred to as “Land”), situated on the east side of Clark Road, North of Turrill Road, Lapeer, Michigan and possesses the power and authority to grant certain rights and privileges with respect thereto, including those set forth in this agreement; and

Whereas, Tenant desires to lease land from District for the purpose of soil cultivation and crop production.

Whereas, District agrees to lease to Tenant and Tenant agrees to lease from District land as described in ATTACHMENT B (attached hereto and incorporated herein by reference).

NOW, THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

1. The term of this agreement shall be for a period of three years commencing on January 1, \_\_\_\_\_, and terminating on December 31, \_\_\_\_\_, unless sooner terminated in accordance with the terms of this agreement.

This agreement may be renewed for an additional three (3) year period upon the mutual written consent of the parties. Any such renewal will likely include an upward adjustment of rent.

2. Tenant shall pay District the sum of \$ \_\_\_\_\_, \$ \_\_\_\_\_, & \$ \_\_\_\_\_ per tillable acre in

2017, 2018 and 2019 respectively as and for rent. The tillable acreage is 46.5 acres, and therefore the total rent for 2017 is \$ \_\_\_\_\_ 2018 will be \$ \_\_\_\_\_ and 2019 will be \$ \_\_\_\_\_. Payment shall be made in advance and on or before the 1st day of June, each year of the agreement’s term. Payment, in the form of a check or money order payable to the “Lapeer Community Schools”, must be mailed or delivered to the Lapeer Community Schools Administration Office, 250 Second Street, Lapeer MI 48446 on or before the due date. In the event payment is not made on or before the due date a late charge of \$75.00 shall be paid by Tenant to District. In the event Tenant is delinquent for a period of thirty (30) days or more in paying to the District any monies due and owing to the District pursuant to this agreement, District may, at District option, terminate this agreement. Tenant shall pay District a returned check fee of \$25.00 for each of Tenant’s returned checks. Tenant shall pay to District interest thereon at the rate of eighteen percent (18%) per annum from the date payment was due until full payment is made for any amount due and owing after termination of this agreement.

3. District hereby grants Tenant the privilege of using the leased land for the purpose of soil cultivation and crop production, in accordance with the requirements set forth by the District, County, and State regulations, and for no other purpose.
4. Tenant has no right to exclusive possession of any portion of District's property.
5. District shall at all times have free access to and use of the leased land.
6. Tenant shall cultivate the soil and produce crops on the leased land in a professional, sound and conservation oriented manner, and in accordance with any requirements imposed by the Lapeer County Conservation Department, Michigan Department of Natural Resources, and the United States Department of Agriculture.
7. Application of manure (i.e., livestock excreta generated by Tenant's livestock operation) to the leased land is permissible with prior notice to and written consent of the District, *provided* such is done at the proper time, using proper management techniques, and in proper amounts ... in strict compliance with all applicable regulations. Tenant is responsible for any property damage (e.g., including aquifer and well contamination) caused by manure application activities (e.g., transportation, storage, and spreading of manure).
8. Any action of the District which materially and substantially interferes with Tenant's ability to cultivate the soil and produce crops on the leased land shall serve as grounds for termination of this agreement by Tenant.
9. Tenant shall not do or suffer any waste or damage to the leased land.
10. Tenant shall not use the leased land in a manner that interferes with the safe and efficient operation of the land. The decision, as to what interferes with the safe and efficient operation of the land, is left to the District's judgment and discretion.
11. Tenant shall not use the leased land in a manner that would violate any federal, state or local law, ordinance, rule or regulation.
12. Tenant shall observe and comply with all federal, state or local laws, ordinances, rules or regulations applicable to the land which are now in effect or are hereafter promulgated.
13. Tenant shall observe and comply with all applicable federal, state, and/or local laws, rules and regulations concerning the handling and disposal of hazardous materials.

14. District may terminate this agreement if the Tenant fails to perform any covenant or obligation set forth in this agreement and District provides ten (10) days written notice to Tenant of such failure and of District's intention to terminate this agreement.
15. District may terminate this agreement at any time if it is determined by the District that the leased land is required for development or operation of the Lapeer Community Schools. In the event this agreement is terminated for purposes of land development or operation District shall: reimburse Tenant a pro rata share of rent paid; reimburse Tenant for any resulting damage to crops; and shall reimburse Tenant any resulting reasonable expenses.
16. Upon termination of this agreement, by lapse of time or otherwise, Tenant shall immediately surrender possession of the leased land to District in good condition. In the event Tenant shall hold over, District shall be entitled to payment from Tenant of a hold over fee of \$500.00 per month. Any holding over by Tenant shall be construed to be a tenancy from month to month.
17. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this agreement shall not constitute a waiver of any subsequent breach.
18. Nothing contained in this agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties.
19. The covenants, agreements and obligations contained in this agreement shall extend to, bind and inure to the benefit of the parties and their representative, successors and assigns.
20. If any covenant, condition, provision, or term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this agreement shall be valid and in force to the fullest extent permitted by law.
21. This agreement shall be subject and subordinate to existing or future federal, state or local laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the land.
22. Tenant agrees to defend, indemnify and hold the District completely harmless from and against any and all claims arising by or resulting from Tenants use of the leased land, or the acts or omissions of the Tenant, Tenant's officers, agents, employees, contractors or licensees. This section shall survive expiration of this agreement.

- 23. Tenant shall not assign its rights or privileges under this agreement without the prior written consent of the District.
- 24. Tenant shall not cause or permit any lien or encumbrance to attach to or be placed upon the District's title or interest in the lease land.
- 25. Tenant shall not make any alterations, additions or improvements to the leased land without the prior written consent of the District.
- 26. Tenant shall not enroll the leased land in any federal, state, or local government program without the prior written consent of the District.
- 27. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes or modifications of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Tenant)

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mark Rajter  
Assistant Superintendent  
Lapeer Community Schools

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Matthew Wandrie  
Superintendent  
Lapeer Community Schools

## ATTACHMENT "A"

**BID FORM**

Bidders may bid on one or more sections. Property may be split.

LOCATION	ACRES	PRICE / ACRE	TOTAL AMOUNT
Clark Road, North of Turrill Road	46.5 Acres		

\_\_\_\_\_  
Bidders Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print



ATTACHMENT 'B'



