

Michigan Sugar Company Invitation to Bid:
Sandusky Direct – Beet Cleaning and Loading
2021-2022 Crop Years

Project Description

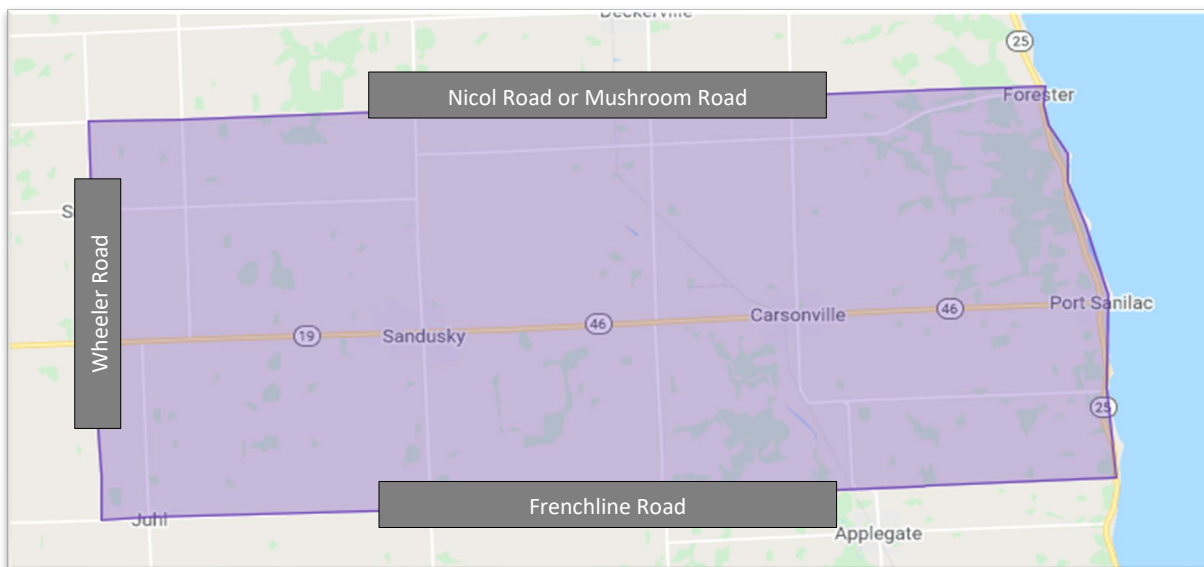
Michigan Sugar Company (“MSC”) is soliciting bids for the 2021 and 2022 early dig harvest seasons for sugar beet cleaning and loading in the Sandusky Direct operation.

Bid or Proposal Due Date

Friday, May 21st, 2021

Project Locations

- Sandusky Direct Area
 - o Fields will be located in a geographic zone (this area is not an exclusively defined area) by Nicol Road or Mushroom to the north, Lake Huron to the east, Frenchline Road to the south, and Wheeler Road to the west.
 - o Growers contact information can be obtained from the MSC employee managing the Sandusky Direct Operation.



Project Specifications

1. The Contract will be awarded for the 2021 and 2022 MSC early delivery harvest seasons. Sugar beet loading for the Sandusky Direct operation typically begins in mid-August and ends in mid-October. This schedule reflects MSC’s early dig season.
2. Payment to the Contractor will be paid on a total of the first net tons loaded and weighed in at the load destination scale.
3. Contractor is responsible for loading the tonnage as designated by MSC.

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- a. Daily tonnage hauled can range from 1,000 ton per day up to 3,500 ton per day. Daily tonnage hauled can vary for reasons listed but not limited to:
 - i. Factory Slice
 - ii. Grower Participation
 - iii. Piling Ground Capacity
 - iv. Weather Conditions
 - v. Crop Yields
 - vi. MSC's Discretion
 - b. Contractor will load quantities of beets from specific sugar beet fields as determined by MSC representative.
 - c. Contractor will deliver to specific locations determined by MSC.
 - d. MSC will determine the loading schedule. Loading will operate 2-6 days per week and may include 24-hour schedules (day or night shifts).
4. Contractor is responsible for any and all tasks related to loading sugar beets:
- a. Beets must be cleaned by approved Maus machine or Felis machine. Beets when delivered to factory shall be free of excess soil, tops, or other materials.
 - b. Contractor must load trucks in a manner that is safe and prevents the loss of sugar beets.
 - i. Contractor is responsible for picking up any beets that are spilled while loading trucks.
 - c. The determination as to contractor's compliance with the obligations set forth in subparagraphs a. and b. of this paragraph 4 shall be within the sole discretion of MSC.
 - d. Roadside Loading:
 - i. Road Safety is the responsibility of the trucking company contracted by Michigan Sugar Company.
 - ii. Contractor shall observe that all safety guidelines are followed such as road signage or other safety measures.
 - iii. Contractor shall observe that loading is following all applicable laws of roadside loading within the right-of-way.
 - iv. It is the contractor's responsibility to comply with local directives when loading in the right-of-way.
5. Tare Sampling:
- a. Sampling will be done while the Maus machine is loading the truck.
 - i. Samples will be taken via tare taker on the arm of the Maus machine. The tare taker is the only accepted method for tare samples as it accurately reflects the machine running in normal conditions.
 - ii. Samples must be taken for each truck loaded.
 - iii. All material must remain in the sample bag.
 - iv. Each tare sample will be delivered by the truck hauling the load of beets.
 - v. Tare Sampling will be subject to periodic audit by Michigan Sugar representatives. If improper sampling is found, Michigan Sugar will hire someone to monitor the tare sampling at the cost of the Maus Operation's expense.

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6. Contractor is responsible for any loss of harvested sugar beets due to contractor's acts or omissions, unexcused delay or non-performance caused spoilage. The determination of whether any delay is excused as referenced in this paragraph shall be within the sole discretion of MSC
7. Contractor will supply all labor and equipment necessary to haul sugar beets from MSC's 'Sandusky Direct Area'.
8. Project performance (loading) will begin at time periods determined by MSC. Typical work hours may include weekends and holidays up to 24 hours a day.
9. Any additional cost not specifically referenced in these Project Specifications and incurred during sugar beet loading shall be the responsibility of the Contractor, including, but not limited to, costs that are related to events, conditions, or occurrences during loading, non-foreseeable problems that may arise during loading, as well as consequential and incidental cost associated with accidents, mishaps, loss of beets, and clean-up of accidents.
10. Contractor will perform all work in a lawful and workmanlike manner and in accordance with these specifications.
11. Insurance. Contractor will be required to procure and maintain during the term of the Contract (a) Workers' Disability Compensation Insurance as required by the laws of the State of Michigan; (b) Automobile Liability Insurance covering owned, hired, and non-owned vehicles with a limit of not less than two million (\$2,000,000.00) per accident for bodily injury and property damage; and (c) commercial general liability insurance and occurrence basis, including products and completed operations, property damage, and bodily injury with limits of no less than two million (\$2,000,000.00) per occurrence. Contractors shall assure that MSC, its officers, officials, and employees are covered as additional insureds under the policies of insurance Contractor procures in order to meet the obligations under the Contract. Contractor shall also share that such insurance policies contain appropriate endorsement providing coverage to Contractor and for the benefit of MSC of Contractors' indemnity obligation set forth in these specifications. Contractors' insurance coverage shall be primary.
12. Indemnity. Contractor will defend, indemnify and hold harmless MSC and its employees from and against any and all claims, damages, loss and expense arising out of Contractors' performance of the Contract. The obligation shall survive the termination of the Contract.
13. Independent Contractor Relationship. Contractor is and shall be in the performance of all work, services, and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of MSC. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the Contractors sole direction, supervision, and control as otherwise set forth in the Contract. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractors' relationship, and the relationship of its employees, to MSC shall be that of an independent Contractor.
14. Termination. MSC reserves the right, in its sole discretion, to terminate the Contractors services, with or without written notice.

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Notice to Bidder

Each bid or proposal will be submitted with the understanding that acceptance in writing by MSC of the offeror to furnish the service and equipment described therein shall constitute a Contract between the successful bidder or offeror and MSC, which shall bind the bidder or offeror to furnish and deliver the services and equipment at the bid and proposal prices in accordance with the bid specifications, general conditions and general requirements of the proposal specification as set forth below or subsequently added or made a part thereof by MSC.

Conditional bids or proposals, or those which take exception to the specifications, will be considered non-responsive and may be rejected unless a specific approval from MSC is requested in writing by the bidder or offeror at least three (3) business days prior to bid or proposal due date.

All other eligible bidders or offerors are to be notified of any approved exceptions to the specifications. MSC reserves the right to accept any bids or proposals, or to reject any and all bids or proposals or postpone bid or proposal due date or to Contract on such basis as MSC deems to be in its best interests.

Michigan Sugar Company, by written notification to Contractor, may make minor changes to the Contract terms. Minor changes are defined as modifications which do not substantially alter the scope, nature, or price of the specified goods or services. Such changes typically include, but are not limited to: place of delivery, method of loading or shipment, and administration of the Contract. Contractors shall not amend provision of the Contract without written notification to Michigan Sugar Company and written acceptance from Michigan Sugar Company. The understanding set forth in this paragraph shall become part of the Contract.

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Contractor Information

Company

Owner Name

Address

City, State Zip

Preferred Phone

Email

Project Bid: Beet cleaning and loading from Sandusky Direct geographic area.

Beet Cleaning & Loading

\$/Ton

Bidder Authorization

Company

Signature

Date



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