



205 S. Main Street • Urbana, Ohio 43078 • <http://www.urbanaohio.com> • 937-652-4300

Invitation for Bid City of Urbana, Ohio Farm Ground Rent (2012-2014)

Release Date: November 29, 2011

Instruction to Bidders

Your **sealed** written bid is requested for: Farm Ground Rent (2012-2014)

Bids shall be received in the City of Urbana Finance Office, Attn: Doug Crabill, 205 South Main Street, Urbana, OH 43078 via delivery or mail no later than: 2:00PM on Thursday, December 15, 2011. Postmarks shall not be accepted.

Envelopes shall be plainly marked: Farm Ground Rent (2012-2014)

Submit **signed original** bid.

Contact Doug Crabill by written correspondence or via email (doug.crabill@ci.urbana.oh.us) with any questions about this bid document no later than 5:00PM on 12-12-2011. For technical questions, please contact Chad Hall at 869-6703 or chad.hall@ci.urbana.oh.us no later than 5:00PM on 12-12-2011. Any changes will be distributed to any known potential bidders and posted on our website at www.urbanaohio.com. **All bidders are responsible for checking this site for any additional information. Bidders shall acknowledge any addendums posted on the website in their bid response.**

No bid bond or performance bond is required for this bid.

Each bid must be submitted on the form provided herein without change, alteration or addition. Blank spaces on the bid form/bid schedule must be properly filled in and the phraseology unchanged. Bidders are invited to be present at the opening of the Bids. The right is reserved to waive technical defects, as the interests of the City of Urbana require.

Bids are to be good for sixty (60) calendar days from the date of the bid opening.

General Bid Provisions

- 1) Bidder is encouraged to use the City's bid form that is enclosed, as none other will be accepted.
- 2) The bid response shall be legible and shall be given in the spaces provided.
- 3) A copy of the bid tabulation may be obtained on the city's website at www.urbanaohio.com.
- 4) All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this Invitation for Bid.
- 5) The City of Urbana is exempt from payment of federal excise taxes and state retail sales taxes (Federal Tax Exemption Registry Number is 34-640-1492-W).
- 6) All attached bid forms shall be completed and returned. This section is denoted as bid forms.
- 7) The City of Urbana shall reserve the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City.
- 8) The City of Urbana shall reserve the right to accept a part or parts of a bid unless otherwise restricted in the bid.

Detailed Specifications

- 1) The City of Urbana is offering 284 acres of farm ground for rent.
- 2) This farm ground is located at the city municipal airport (Grimes Field) and on parcels of land to the north of the airport previously known Moore's Gravel Pit.
- 3) This land shall be offered only on a cash rent per acre per year basis.
- 4) The successful bidder shall be required to sign a license agreement for the use of the property. See sample agreement included with these documents.
- 5) The period of the license agreement shall be from January 1, 2012 through December 31, 2014.
- 6) The following farm shall be part of this bid:

FSA Farm Number- 3594

Tract Number- 980

Approximately 105 acres in the north half of Grimes Field, Urbana Municipal Airport.

Tract Number- 983

Approximately 47 acres in the west half of Grimes Field, Urbana Municipal Airport.

Tract Number- 987

Approximately 18 acres in the south half of Grimes Field, Urbana Municipal Airport.

- 7) The following farm shall be part of this bid:

FSA Farm Number- 4132

Tract Number- 978

Approximately 114 acres immediately north of Grimes Field, previously known as Moore's Gravel Pit.

- 8) License payments shall be made in two equal installments on or before April 15th and November 15th, respectively.
- 9) The use of the real estate shall be devoted solely to raising crops such as corn, wheat, oats, or beans as Licensor shall determine.
- 10) In no event, shall the crops raised impair the safe use of the runways and contiguous Airport property. All crops shall be raised in strict accordance with all applicable FAA and other government agency regulations.
- 11) Licensee shall also take good care of the parcels and shall farm the land in a careful and prudent manner.
- 12) With respect to **Farm Number 3594**, the Licensee will not plant any crops or damage any part of the grass access routes established by the Airport Manager.
- 13) With respect to **Farm Number 3594**, the Licensee will establish a safe route for farm implement traffic and will not prove to be a safety hazard to aircraft traffic.
- 14) The Licensee shall obtain Farm Operations Liability insurance coverage, listing the Licensor as an additional insured. Evidence of the insurance shall be furnished to the Licensor.
- 15) The Licensee shall consult with the City Farm Manager on potential problems, nuisances, and other concerns.

SAMPLE LICENSE AGREEMENT (DO NOT COMPLETE) (SAMPLE ONLY)

SAMPLE LICENSE AGREEMENT

This is an Agreement between the City of Urbana (the "Licensor") and _____(the "Licensee"); the terms and conditions of which are as hereinafter set forth.

Article 1. Grant of License

1.1 Licensor grants to Licensee permission to go onto and use, for agricultural purposes, the following described parcels of real estate.

FSA Farm Number- 3594

Tract Number- 980

Approximately 105 acres in the north half of Grimes Field, Urbana Municipal Airport.

Tract Number- 983

Approximately 47 acres in the west half of Grimes Field, Urbana Municipal Airport.

Tract Number- 987

Approximately 18 acres in the south half of Grimes Field, Urbana Municipal Airport.

FSA Farm Number- 4132

Tract Number- 978

Approximately 114 acres immediately north of Grimes Field, previously known as Moore's Gravel Pit.

Article 2. Term

2.1 The term of this license shall begin January 1, 2012 and end on December 31, 2014.

Article 3. License Fee

3.1 For the use of said real estate, Licensee shall pay Licensor \$_____ per acre per year, payable in two equal installments of \$_____ on or before April 15 and November 15, respectively.

Article 4. Licensee's Use

4.1 The use of the real estate shall be devoted solely to raising crops such as corn, wheat, oats, or beans as Licensor shall determine.

4.2 In no event, shall the crops raised impair the safe use of the runways and contiguous Airport property. All crops shall be raised in strict accordance with all applicable FAA and other government agency regulations.

4.3 Licensee shall also take good care of the parcels and shall farm the land in a careful and prudent manner.

4.4 With respect to **Farm Number 3594**, the Licensee will not plant any crops or damage any part of the grass access routes established by the Airport Manager.

4.5 With respect to **Farm Number 3594**, the Licensee will establish a safe route for farm implement traffic and will not prove to be a safety hazard to aircraft traffic.

4.6 The Licensee shall obtain Farm Operations Liability insurance coverage, listing the Licensor as an additional insured. Evidence of the insurance shall be furnished to the Licensor.

4.7 The Licensee shall consult with the City Farm Manager on potential problems, nuisances, and other concerns.

Signed and agreed to on _____, by Licensor and Licensee.

CITY OF URBANA

By: _____
Director of Administration
Licensor

By: _____
Licensee

BID FORMS (COMPLETE IN ENTIRETY)

**BID PROPOSAL
CITY OF URBANA, OHIO**

Federal ID# or Social Security #: _____

Name of Bidder: _____

Address of Bidder: _____

Phone No.: _____

Fax No.: _____

Email: _____

Contact Person: _____

Date: _____

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____,** a partnership, or an individual doing business as _____.

To the **City of Urbana** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for Farm Ground Rent (2012-2014), having examined the related documents, and being familiar with all of the conditions surrounding this bid hereby proposes to rent city farmland on a cash rent per acre basis as noted below.

Years in Farming: _____

Bid/Per Acre: \$ _____/ACRE per year on all acreage

Bidder acknowledges receipt of the following addendum (including addendums posted to the city's website):

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

• City of Urbana, Ohio •

SEAL (if bid by a Corporation)

BY _____
(Signature)

(Title)

(Business Name)

NONCOLLUSION AFFIDAVIT

State of Ohio

ss:

County of _____

Bid Identification: Farm Ground Rent (2012-2014)

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____ the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Affiant

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

UNRESOLVED FINDING FOR RECOVERY CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ **does not**
(Company or Individual Name)

have an unresolved finding for recovery issued by the Auditor of the State of
Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of _____, 20__.
(Date)

Signature of Officer or Agent

Name (Print)

STATE OF _____)

ss:

COUNTY OF _____)

Sworn to and subscribed in my presence this _____ day of _____
_____, 20__.

Notary Public, State of Ohio
My commission expires _____, 20__.
Recorded in _____ County



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE X	DATE
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CERTIFICATIONS (Complete Only if Corporation)

I, _____, certify that I am _____
of the corporation named as supplier herein; that _____, who signed
this agreement on behalf of the supplier was then _____ of
said
corporation, and that said agreement was duly signed for and in behalf of said
corporation by
authority of its governing body and is within the scope of its corporate powers.

Corporate
Seal

Signature

Print Name and Title

Date: _____