



## REQUEST FOR SEALED BID PROPOSAL

CITY OF SAGINAW - PURCHASING OFFICE  
ROOM #8 - LOWER LEVEL  
1315 S. WASHINGTON AVENUE  
SAGINAW, MICHIGAN 48601  
(989) 759-1483

DATE: JUNE 23, 2010  
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**BIDS DUE: JULY 06, 2010 @ 3:00 PM**

**MARK ENVELOPE SEALED BID: # P840-10**

BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE PRIOR TO 3:00 P.M. ON THE BID OPENING DATE. The bidder hereby offers to furnish the goods and/or services described and for the prices named, as follows:

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**THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR SPECIFICATIONS FOR HAULING AND DISPOSAL TO A LICENSED LANDFILL OF APPROXIMATELY 12,000 C.Y. OF STREET SWEEPING RESIDUE WITH SPECIFICATIONS AS FOLLOWS:**

### **FIRST YEAR COST:**

Container Rental: \$ \_\_\_\_\_ Per Month

Disposal Cost: \$ \_\_\_\_\_ Per Cubic Yard

### **SECOND YEAR COST:**

Container Rental: \$ \_\_\_\_\_ Per Month

Disposal Cost: \$ \_\_\_\_\_ Per Cubic Yard

### **SPECIFICATIONS:**

#### **STREETS AND BRIDGES DIVISION SPECIFICATIONS FOR STREET SWEEPING RESIDUE HAULING AND DISPOSAL**

#### **INTENT**

The City of Saginaw's Streets and Bridges Division generates approximately 12,000 C.Y. of street sweeping residue annually. It is the intent to dispose of the street sweeping residue to a State approved landfill by contracting for the furnishing of **TWO (2)** 20 C.Y. roll-off type containers and the hauling and disposal of same on an as needed basis. THE QUANTITY GIVEN IS FOR BIDDING PURPOSES ONLY AND DOES NOT REPRESENT A MINIMUM OR MAXIMUM.

GENERAL

The Contractor shall furnish **TWO (2)** 20 C.Y. roll-off type containers and haul and dispose of all street sweepings generated by the Streets and Bridges Division's street sweeping operation on an as needed basis. The Contractor shall be responsible for the landfill and shall be responsible for obtaining all necessary State and Local permits and licenses and complying with all laws, governmental regulations and ordinances.

The Contractor shall deliver the roll-off containers to the City's compost facility on Veteran's Memorial Highway (M-13) which is just north of the City's Wastewater Treatment Plant. The containers shall be covered with a tarp or other appropriate means to prevent the dirt/dust composites of the street-sweeping residue from being blown away by the wind during transport. City crews will load all containers.

The delivery, hauling and disposal work shall be performed between the hours of 8:00 A.M. and 3:00 P.M., Monday through Saturday.

The Contractor shall transport the roll-off containers within 24 hours of notification by the City's Superintendent of Streets and Bridges or his authorized representative.

**The Contractor shall comply with all Federal, State and Local, health, safety and accident prevention laws, codes, regulations and ordinances which in any manner apply to the conduct of the work and operations of the Contractor.**

**The Contractor shall not sublet or assign this contract, in whole or in part, without the written authorization of the City's Superintendent of Streets and Bridges.**

**PAYMENT**

Payment shall be made on the basis of the monthly container rental and on the basis of each cubic yard hauled to a proper disposal site. Payment shall be paid every month upon an original invoice submitted to the City of Saginaw. One copy of the Contractor's load ticket(s) must be provided for the City of Saginaw's Streets and Bridges Division records.

**TERM OF AGREEMENT**

**IT IS OUR INTENT THAT THE TERM OF THIS CONTRACT SHALL COMMENCE UPON AWARD OF THE CONTRACT (BY OR BEFORE SEPTEMBER 30, 2010) AND SHALL TERMINATE JUNE 30, 2012.**

**TERMINATION**

This agreement may be terminated by either party only upon thirty (30) days' written notice to the other party for material breach of this agreement.

FOB: CITY OF SAGINAW  
DELIVERY: \_\_\_\_\_ DAYS \_\_\_\_\_ WEEKS  
VARIOUS  
SAGINAW, MI 48601 TERMS: \_\_\_\_\_

AS PART OF THE CONSIDERATION FOR THIS BID, THE UNDERSIGNED DOES HEREBY AGREE TO HAVE WITHHELD FROM ANY PAYMENT DUE THEM, ANY AMOUNTS OWED FOR TAXES, FEES OR OTHER CHARGES DUE THE CITY OF SAGINAW.

**CHECK LIST: BEFORE SUBMITTING YOUR BID**

- |  |            |
|--|------------|
|  | <b>YES</b> |
| 1. Assuming they are permitted, if you're submitting an alternate(s) bid the pricing must be listed on page ___ of this form and labeled as such. All support information should also be attached and labeled Alternate #1, #2, #3, etc. (THERE ARE NO SUBSTITUTIONS ON THIS PROPOSAL) | ___        |
| 2. Is your bid signed by an authorized representative of your company?   | ___        |
| 3. Have you provided the Terms & Delivery information requested?   | ___        |
| 4. Is the OUTSIDE of your ENVELOPE properly labeled with the bid number?   | ___        |
| 5. Are you submitting your original bid plus <u>ONE (1) COPY as required?</u>  | ___        |
| 6. If your bid is over \$100,000.00 do you have a Bid Bond, Certified Bank Check or Money Order enclosed? (Alternate bids submit one (1) of the above For the lowest amount over \$100,000.00)   | ___        |

**NOTE:** An **original** Bid Bond, Certified Check, Bank Money Order or Cashier's Check in the amount of three percent (3%) of the total amount bid must be submitted with any bid in excess of \$100,000. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**

**ADDITIONAL BIDDER REQUIREMENTS:**

**INDEMNITY AND INSURANCE REQUIREMENTS**

**INDEMNITY:**

The Contractor shall indemnify and save harmless the City of Saginaw, its officers and employees of and from all loss or damage caused to any person or property by reason of any carelessness or negligence in the doing or making of the work specified herein, and by reason of failure to pay all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said contract, and to promptly pay all just debts, dues and demands incurred in the completion of this contract, or of whatsoever other kind or nature, which shall be caused by delay or failure in the performance and completion of this contract, and further to indemnify and save harmless of and from all suits and actions the City of Saginaw, its officers and employees, on account of any injuries or damages sustained by any person or persons by reason of any act, or omission or negligence, or by the use of improper or defective material on the part of said Contractor in the performance of any part of this contract, and further to indemnify and protect any and all demands, fees or royalties for any patented invention, materials, articles, methods, arrangements or process of manufacture or any infringements thereon, that may be used on or be in any manner connected with the construction, erection or maintenance of the work, material, or any part thereof, embraced in this contract.

**INSURANCE:**

During the life of the contract, the Contractor shall effect and maintain the following types of insurance:

Comprehensive General Liability, including contractual liability with combined single-limit coverage of at least **\$500,000 naming the City of Saginaw as additional insured.**

Automobile Liability

Worker's Disability Insurance

Such insurance shall be carried by financially responsible companies, licensed in the State of Michigan, and satisfactory to the City. The Contractor shall submit to the City for review and approval certificates of insurance for the above required coverage's. The certificate of insurance shall provide at least 30-days written notice to the City of any changes in the policy and any cancellation or termination thereof.

**BIDDER REQUIREMENTS:**

1. EACH PROPOSAL SHALL BE GOOD FOR 120 DAYS FROM THE BID OPENING DATE.
2. EACH BIDDER SHALL INCLUDE ONE (1) ADDITIONAL COPY OF YOUR PROPOSAL **"MARKED COPY"**.
3. EACH BIDDERS ENVELOPE, FEDEX BOX/LETTER, UPS BOX/LETTER OR ANY OTHER METHOD OF SEALED DELIVERY **MUST HAVE THE BID NUMBER ON THE OUTSIDE** OF THE CONTAINER. **UNMARKED BIDS WILL BE DISQUALIFIED AND RETURNED UNOPENED!**
4. ALL BIDS OVER \$100,000.00 MUST INCLUDE A BID BOND OR CERTIFIED CHECK. IF AGREEMENT IS FOR MULTIPLE YEARS, EACH YEAR SHOULD BE ADDED FOR YOUR TOTAL. (SEE **"SEALED BID INSTRUCTIONS"**)
5. EACH CITY OF SAGINAW DEPARTMENT SHALL BE VIEWED AS A SEPARATE ACCOUNT (NOT A BLANKET ACCOUNT) WITH THE RESPECTIVE SUCCESSFUL BIDDER(S).
6. WHEN A BRAND IS IDENTIFIED, OR WHEN A SPECIFIC METHOD OR PROCESS IS REQUESTED, YOU MAY QUOTE AN EQUAL. YOU MUST IDENTIFY THE BRAND, MODEL, PART NUMBER, ETC., METHOD OR PROCESS AND ENCLOSE LITERATURE VERIFYING EQUAL (WHEN APPLICABLE). CITY PERSONNEL RETAIN THE RIGHT TO DETERMINE EQUALS. **IF THE ITEM(S) STATES "NO SUBSTITUTES," NO SUBSTITUTES WILL BE ACCEPTED.**
7. ALL SHIPPING AND HANDLING CHARGES & ALL COST ASSOCIATED WITH THE DELIVERY, INSTALLATION AND/OR COMPLETION OF THE PRODUCT OR SERVICE REQUESTED MUST BE INCLUDED IN YOUR BID PRICE, INCLUDING BUT NOT LIMITED TO ANY TITLES, FEES, AND TRANSFER COST. ALL VEHICLES PURCHASED BY THE CITY SHALL BE TITLED TO "CITY OF SAGINAW". PLEASE CONSULT WITH THE PURCHASING OFFICE FOR TITLE AND LICENSE PLATE INSTRUCTIONS. **WHERE APPLICABLE AND UNLESS OTHER WISE NOTED, YOUR BID PRICING MUST REMAIN CONSTANT FOR THE LENGTH OF THE AGREEMENT AND/OR CONTRACT PERIOD.**
8. IN THE EVENT THE SUCCESSFUL BIDDER USES A THIRD PARTY COMPANY TO PROVIDE THE GOODS AND/OR SERVICES REQUESTED, THE SUCCESSFUL BIDDER MUST NOTIFY THE PURCHASING OFFICE BEFORE SAID GOODS ARE SHIPPED AND/OR SERVICES ARE PROVIDED. THE SUCCESSFUL BIDDER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE THIRD PARTY COMPANY.

9. THE ITEMS ON THIS BID MAY BE REQUESTED ON AN AS NEEDED BASIS AS APPLICABLE.

10. ALL BIDS MUST BE RETURNED TO THE PURCHASING OFFICE AT 1315 S. WASHINGTON, SAGINAW, MI 48601, BY THE PREVIOUSLY STATED DUE DATE.

**THE SUCCESSFUL BIDDER WILL CONFORM TO ALL SPECIFICATIONS & REQUIREMENTS WHICH ARE ATTACHED AND INCORPORATED AS PART OF THIS BID. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED IN THE SEALED BID INSTRUCTIONS.**

**By signature, the bidder acknowledges that the signer has complete authority to execute the bid on behalf of the bidder and that the bid is genuine and not collusive in any manner; and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid; and that the bidder agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and that successful bidders are subject to mandatory City of Saginaw income tax withholdings.**

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: (INK) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE#: \_\_\_\_\_

FAX #: \_\_\_\_\_

EMAIL: \_\_\_\_\_ **VERY IMPORTANT!!**

**IF THIS BID PROPOSAL IS SELECTED AS THE LOWEST AND BEST OFFER, IT WILL BE ACCEPTED IN THE FOLLOWING MANNER:**

- 1) THE CITY COUNCIL WILL APPROVE THIS BID PROPOSAL AT A REGULARLY SCHEDULED OR SPECIAL MEETING.**
- 2) THE CITY'S PURCHASING OFFICER WILL SIGN THIS BID PROPOSAL ON BEHALF OF THE CITY. THE BID PROPOSAL SHALL THEN CONSTITUTE A WRITTEN CONTRACT BETWEEN THE PARTIES.**

3) FOR ADMINISTRATIVE PURPOSES, THE CITY WILL ALSO ISSUE A SEQUENTIALLY NUMBERED PURCHASE ORDER.

CITY OF SAGINAW, a Municipal Corporation

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(PURCHASING OFFICER)

1315 S. WASHINGTON  
SAGINAW, MICHIGAN 48601  
TELEPHONE: (989) 759-1430  
FACSIMILE: (989) 759-1498

THE PURCHASE ORDER CONTRACT/WRITTEN CONTRACT CANNOT BE INCREASED OVER 10% OF THE TOTAL PURCHASE ORDER UP TO FIFTY THOUSAND 00/100 (\$50,000.00) DOLLARS WITHOUT THE PRIOR APPROVAL OF CITY COUNCIL.

THIS OFFER IS ACCEPTED BY THE ISSUANCE OF A PURCHASE ORDER SIGNED BY THE CITY PURCHASING OFFICER FOR ALL OR ANY PORTION OF THIS BID AND SHALL CONSTITUTE A CONTRACT BETWEEN THE PARTIES.

ALL INVOICES MUST BE SUBMITTED WITHIN SIXTY (60) DAYS FROM THE TIME OF DELIVERY OF GOODS OR SERVICES OR THE COMPLETION OF PROJECTS. INVOICES MUST MAKE REFERENCE TO A VALID PURCHASE ORDER NUMBER IN ORDER TO BE PAID. ALL INVOICES THAT DO NOT REFERENCE A VALID PURCHASE ORDER NUMBER WILL BE RETURNED TO THE ORIGINAL SOURCE.

**City of Saginaw, Michigan  
Purchasing Division  
(989) 759-1430**

**SEALED BID INSTRUCTIONS**

**SEALED BIDS MUST BE SUBMITTED ACCORDING TO THE FOLLOWING  
INSTRUCTIONS OR YOUR BID WILL BE DISQUALIFIED**

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum (Form B02) is issued by the City, it must be signed, dated and returned with bid.
7. An **original** bid bond, certified check or cashier's check in the amount of three percent (3%) of the total amount bid must be submitted with any bid in excess of \$100,000. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct and the bid will be recalculated to determine the amount bid. All addition errors will be corrected and the total bid will be adjusted to reflect the corrections.
10. All bids must be in the City Purchasing Office by the date and time specified on bid forms. The Purchasing Office is located in the lower level of City Hall in Room 8.
11. **EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH "SEALED BID AND THE BID NUMBER" MARKED ON THE FRONT.**
12. Each bidders envelope, FED EX box/letter, UPS box/letter or any other method of sealed delivery must have the bid number on the outside of the container.  
**UNMARKED BIDS WILL BE DISQUALIFIED.**

**NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL.** Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

**RIGHT OF CITY TO ACCEPT OR REJECT BIDS**

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED ABOVE.

## **GENERAL INFORMATION**

**MAIL OR DELIVER ALL SEALED BIDS TO THE FOLLOWING ADDRESS BY THE DATE AND TIME SPECIFIED ON BID FORM:**

**CITY OF SAGINAW PURCHASING OFFICE  
LOWER LEVEL-ROOM 8  
1315 S. WASHINGTON AVENUE  
SAGINAW, MICHIGAN 48601**

### **NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL**

Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

### **ALTERATION OF BID BY BIDDER**

After bids have been opened, the bidder will not be allowed to withdraw, modify, or correct any bid.

### **EVIDENCE OF BIDDER'S QUALIFICATIONS**

Bidders may be required to give some satisfactory evidence that they have been regularly engaged in the business or are reasonably familiar therewith, and that they are fully prepared with the necessary capital, materials, and machinery to complete the work or to furnish the materials contracted for to the satisfaction of the City.

### **FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS**

Bidders are warned that they must inform themselves of the character and amount of work, labor, or material to be furnished under the contract.

### **CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED**

The assignment or transfer of a contract or of interests in the contract are prohibited unless approved by the proper City department and City Council.

### **CITY INCOME TAX COMPLIANCE**

Bidders are hereby notified that the City of Saginaw has an income tax. All successful bidders will be subject to income tax withholdings and compliance is mandatory.

### **WITHHOLDING FROM PAYMENTS**

As part of the consideration for any bid/contract, all bidders agree to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.

### **CONTRACT COMPLIANCE ORDINANCE**

The City of Saginaw has a Contract Compliance Ordinance which requires bidders to submit documentation furnished by the City indicating compliance with the Ordinance. Contract compliance forms must be sent to the City Purchasing Office; 1315 S. Washington Avenue; Saginaw, Michigan 48601. Forms may be obtained by calling (989) 759-1430.

### **INSTRUCTIONS AS PART OF CONTRACT**

These instructions are to be construed with and made a part of the contract or purchase order.

## NOTICE TO ALL BIDDERS

### **SEALED BID DOCUMENTS:**

**EFFECTIVE IMMEDIATELY:** All interested bidders may obtain Sealed Bid Document Forms, proposal instructions, general specifications and Bid Results from the City of Saginaw internet Web Site ([www.saginaw-mi.com](http://www.saginaw-mi.com)) by selecting **PURCHASING** from the Quick Links in the upper right hand corner of the homepage. Companies who do not have access to the Internet may contact the Purchasing Office at (989) 759-1430 for bid document copies.

**PLEASE MAKE NOTE OF THIS NEW FORMAT FOR RECEIVING OUR BID DOCUMENTS.**