

**DATE: MARCH 28, 2024**



## **REQUEST FOR SEALED BID PROPOSAL**

**CITY OF SAGINAW- CITY HALL  
PURCHASING OFFICE  
1315 S. WASHINGTON AVENUE, ROOM #105  
SAGINAW, MICHIGAN 48601  
PHONE: (989) 759-1430**

**SEALED BID: #P1995-23**

**TITLE: COMPOST GRINDING SERVICES**

**DUE BY: APRIL 16, 2024, AT 3:00 PM**

The City of Saginaw is soliciting Sealed Bid Proposals for compost grinding services with specifications as shown in bid document. Bids must be received in the Purchasing Office prior to 3:00 PM on the due date to be considered.

This bid will be considered All or None.

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The City of Saginaw does not accept sealed bid proposals via fax or email. Bid documents are available for download on the City of Saginaw's web site, [www.saginaw-mi.com](http://www.saginaw-mi.com), under the 'Find A Bid' tab.

'All or None' means bidders are required to submit pricing for all years and/or all items requested. Any proposal submitted that does not meet this requirement may be disqualified. If said bid is not listed as 'All or None', the City reserves the right to split said bid to our best benefit.

'No Substitutions' means bidders are required to submit pricing for goods/materials as noted in specifications. If the bid does not include no substitutions language, the respective bidder can submit pricing for a substitution and/or alternate. You must identify the brand, model, part number, etc., method or process. Bidders may include supporting documents. The City reserves the right to determine equivalent.

**SPECIFICATIONS:**

- Work will commence one week after notice of award (PO issued to vendor) and will continue until finished. Grinding shall be substantially complete or completed as approved by the Chief Foreman or his/her designee on or before November 28<sup>th</sup>. Any uncompleted work may be completed the following spring with Chief Foreman or his/her designee’s approval. Under no circumstances shall the grinding cause conflict with the City of Saginaw’s leaf pickup and compost site operation.
- Contractor will include any and all mobilization, permits, and de-mobilization costs in the bid price.
- Volume in cubic yards of compost to be ground will be agreed upon by both parties prior to commencement of work.
- Grinder must have a 4” (inch) screen for grinding material to proper size.

**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.

For questions, please contact Brett Reid, Chief ROW Foreman at breid@saginaw-mi.com.

**QUANTITY GIVEN IS AN ESTIMATE ONLY AND DOES NOT GUARANTEE A MINIMUM OR MAXIMUM.**

**FIRST YEAR: 7/1/24 – 6/30/25**

ITEM	QTY	DESCRIPTION	COST/CYD	TOTAL COST
1	11,000 CYD	Grinding of Green and Brown Material City of Saginaw Compost Site 2410 Veterans Memorial Pkwy	\$ _____	\$ _____

**SECOND YEAR: 7/1/25 – 6/30/26**

ITEM	QTY	DESCRIPTION	COST/CYD	TOTAL COST
1	11,000 CYD	Grinding of Green and Brown Material City of Saginaw Compost Site 2410 Veterans Memorial Pkwy	\$ _____	\$ _____

**THIRD YEAR: 7/1/26 – 6/30/27**

ITEM	QTY	DESCRIPTION	COST/CYD	TOTAL COST
1	11,000 CYD	Grinding of Green and Brown Material City of Saginaw Compost Site 2410 Veterans Memorial Pkwy	\$ _____	\$ _____

**TOTAL COST FOR ALL 3 YEARS \$ \_\_\_\_\_**

FOB: CITY OF SAGINAW  
2410 VETERANS MEMORIAL PKWY  
SAGINAW, MI 48601

PAYMENT TERMS: \_\_\_\_\_

DELIVERY LEAD TIME: \_\_\_\_\_

#### SHIPPING/HANDLING

All shipping and handling charges and all costs associated with the delivery, installation and/or completion of the product or service requested must be included in your bid, including but not limited to any titles, fees, and transfer cost.

#### VENDOR COMPLIANCE

The City of Saginaw requires bidders to submit documentation furnished by the Purchasing Office indicating compliance with the Ordinance §14.33. Vendor Compliance Forms must be on file with City of Saginaw Purchasing Office, 1315 S. Washington Ave, Room #105, Saginaw, Michigan 48601. Forms are available for download at [www.saginaw-mi.com](http://www.saginaw-mi.com).

#### EVIDENCE OF BIDDER'S QUALIFICATIONS

Bidders may be required to submit a Statement of Qualification and/or provide satisfactory evidence that they have been regularly engaged in the business and 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.

#### CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED

The assignment or transfer of a contract, or of interests in the contract, are prohibited unless approved by the City of Saginaw Purchasing Office, respective City department and City Council.

#### THIRD PARTY

In the event the awarded bidder uses a third-party company to provide the goods and/or services requested, the bidder must notify the Purchasing Office before said goods are shipped and/or services provided. At that time, the City reserves the right to accept or reject the use of a third-party. The awarded bidder shall be solely responsible for payment to the third-party company.

#### AS NEEDED BASIS

The City reserves the right to request items on an 'as needed' basis.

#### INDEMNITY

The Contractor shall, at Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

## INSURANCE

When proof of insurance is required, it is to be carried out within the following parameters:

- (A) Limits of liability and types of coverage required will vary depending on the specifications involved in the project and the indemnification needs of the City as set forth in such individual project specifications.
- (B) All certificates of insurance submitted to the Purchasing Officer, or his or her designee, must list the City as an additional insured, and be delivered, either by facsimile transmission or mail, directly from the issuing agent.
- (C) It is the responsibility of the insured contractor to confirm that such proofs of insurance are on file with, and their form acceptable to, the City Purchasing Officer, or his or her designee, respective of the individual project specifications, prior to the issuance of any purchase order, purchase order contract, written contract, or professional service.

## TITLES AND FEES

All vehicles purchased by the City shall be titled to "City of Saginaw". Contact the Purchasing Office for title and license plate instructions.

## FORM OF BIDS

- (1) Bids submitted in response to any notice shall be submitted according to the following instructions, or the bid may be disqualified.
  - a. Bids must be submitted on printed forms furnished by the City Purchasing Officer, or his or her designee. Voluntary alternates may be attached to the bid form, if necessary.
  - b. Bids must be in ink or typewritten.
  - c. Bids must contain the bidder's complete name, address, and telephone number.
  - d. Bids must be signed in ink and dated.
  - e. Bids must include delivery or completion time.
  - f. If an addendum (Form B02) is issued by the City, it must be signed, dated, and returned with bid.
  - g. An original bid bond, certified check, or cashier's check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of \$100,000. If the agreement is for multiple years, each year should be combined to get your total cost. Facsimiles or copies of the bid bond will not be accepted, and your bid will be disqualified if submitted in that manner.
  - h. All erasures or corrections to pricing information must be initialed in ink.
  - i. 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 additional errors will be corrected, and the total bid will be adjusted to reflect the corrections.
  - j. All bids must be submitted to the City Purchasing Office by the date and time specified on bid forms. The Purchasing Office is located at Saginaw City Hall in room #105.
  - k. Each bid must be enclosed in a sealed envelope with the "bid number" marked on the front.
  - l. Once a bid has been submitted, the bidder will not be allowed to withdraw, modify, or correct any information.
  - m. The original bid and one (1) copy should be submitted.
- (2) The City reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities which do not materially affect the bid document or otherwise conflict with statute or ordinance. Any rejections of bids shall be made only if there is a sound documented reason for the same.

#### § 14.36, PREFERENCE FOR LOCAL BIDDERS

(A) (1) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all other terms of their original bid. (2) A lowered bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.

(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all other terms of their original bid.

(C) If no responsive and responsible Saginaw-based businesses within 5% of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive, and responsible bid.

(D) In the event of a tie between two (2) or more Saginaw-based businesses, where all other factors are equal, the award of the bid shall be by coin toss conducted by the Purchasing Officer or his/her designee.

(E) No contract awarded pursuant to this ordinance shall be sublet in any manner that permits 50% or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Saginaw-based business".

(F) The section shall not waive or constrain, in any manner, the right and prerogative of the City to reject any and all bids or proposals from any Saginaw-based business which fails to meet the requirements of any other section of this ordinance, or to reject a bid which is in any way incomplete, irregular, not responsive or not responsible.

(G) Local preferences shall not be applied in cases of procurements funded, even in part, with federal dollars, unless such procurement is for architectural and engineering services. When contracting for architectural and engineering services, local preference may be a selection criterion provided its application leaves an appropriate number of qualified vendors, given the nature and size of the project, to complete the contract.

#### **CHECK LIST - BEFORE SUBMITTING YOUR BID:**

- ✓ **Did you check [www.saginaw-mi.com](http://www.saginaw-mi.com) to see if there was an addendum issued?**
- ✓ **Is your bid signed, in ink, in BOTH PLACES by an authorized representative of your company?**
- ✓ **Did you provide the payment terms & delivery lead time?**
- ✓ **Is the outside of your envelope (shipping and/or regular) labeled with the bid number?**
- ✓ **Are you submitting your original bid plus one (1) copy as required?**
- ✓ **Did your total bid exceed \$100,000? If so, did you include the original bid bond, certified bank or money order in the amount of 5% of the total bid amount?**

By submitting a response to this request for proposal, the bidder agrees to the terms and conditions set forth herein. Any changes made to such terms and conditions by the bidder in the bidder's response may result, at the City's sole discretion, in the bidder's disqualification.

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.

The vendor hereby agrees to maintain the bid price for one (1) year from the date of this bid and the City reserves the right, in its sole discretion, to purchase such additional supplies as it deems necessary at said rate in an amount not to exceed the total contract price of the original bid.

Company Name: \_\_\_\_\_  
Signature (ink): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**MICHIGAN'S IRAN ECONOMIC SANCTIONS ACT:**

The Act provides that Iran linked businesses are ineligible from submitting a bid on the City's requests for proposals. The Act further provides that the City shall require all bidders to certify that they are not Iran linked businesses.

Definition: Iran linked businesses are those linked to the Iranian energy sector. An Iran linked business is specifically defined as:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

The provisions of the Act are only in effect if a country is a state sponsor of terror. A state sponsor of terror is defined as any country determined by the United States Secretary of State to have repeatedly provided support for acts of international terrorism. Iran is currently on the US SOS state sponsor of terror along with Cuba, North Korea, and Syria.

The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified above. Further information on this act can be viewed at <http://www.state.gov/j/ct/list/c14151.htm>.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

REVIEW OF BIDS

(A) After opening the sealed bids, the Purchasing Officer, or his or her designee, shall refer the bids to the affected department head for review. A bid tabulation sheet detailing initial results shall be available in the City Purchasing Office and posted on the City of Saginaw website.

(B) Upon review of the bids received, the respective department shall make a recommendation to the members of the Purchasing Committee.

(C) Upon approval of the Purchasing Committee, the respective department will be advised to prepare a Council Communication to be reviewed and potentially approved by City Council.

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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.

The City of Saginaw at its sole discretion may choose to extend any agreement/contract for goods and/or services for a period of no more than two (2) one-year extensions providing the bidder is willing to keep their pricing and terms for said goods and/or services the same as the previous agreement and/or contract.

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 refer to a valid purchase order number to be paid. All invoices that do not reference a valid purchase order number will be held for validation and/or returned to the original source.

CITY OF SAGINAW, a Municipal Corporation

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

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

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