

CITY OF DEARBORN

Home Town of Henry Ford

JOHN B. O'REILLY, JR., MAYOR



INVITATION TO BID FOR DISPOSAL OF YARD WASTE (LEAVES) CONTROL NO. 100631

Issue Date: August 3, 2009

Pre-bid Question Deadline: August 17, 2009, 10:00am Eastern Time

Bid Deadline: August 19, 2009, 2:00pm Eastern Time
City of Dearborn
Purchasing Division
4500 Maple Street
Dearborn MI 48126

Purchasing Contact: Douglas Glaser, Purchasing Agent
Phone: (313) 943-2375
Fax: (313) 943-2420
Email: dglaser@ci.dearborn.mi.us

DESCRIPTION: Bids are being solicited for the contracting of yard waste collection (predominately loose leaves) for a 2-year term with 2, 2-year options to renew under the same terms and conditions.

This solicitation, along with all Attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Note: Any and all Addenda issued by the City of Dearborn must be viewed or downloaded from the above listed websites.

Copies of this solicitation document and any issued Addenda may also be obtained from the Purchasing Division, City of Dearborn, Purchasing Division, 4500 Maple Road, Dearborn MI 48126, (313) 943-2375.

Bids must be time stamped by the Purchasing Division by the exact date and time indicated above. Late bids will not be accepted. Bids will be opened shortly after the Bid Deadline.

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INSTRUCTIONS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by the City of Dearborn Purchasing Division. If a Bidder finds a discrepancy, error or omission in the ITB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective Bidders. **THE CITY OF DEARBORN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
 - a) All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document.
 - b) No communication is permitted between Bidders and other City of Dearborn Departments or Divisions prior to the award of the bid unless sanctioned by the Purchasing Division.
- 2) **ITB MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the sole discretion of the City of Dearborn. Any and all Addenda issued by the City of Dearborn will be posted as noted on the Cover Page of this document. All interested parties are instructed to view the listed websites regularly for any issued addenda. Copies of any issued Addenda may also be obtained by visiting the Purchasing Unit, City of Dearborn, Purchasing Division, 4500 Maple Street, Dearborn MI 48126, (313) 943-2375, 8:00 am to 4:30 pm, Monday through Friday. It is the responsibility of the Bidder to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the City of Dearborn, the original document in the City of Dearborn's files takes precedence.
- 3) **BID SUBMISSION:**
 - a) The Bidder must include the following items, or the bid may be deemed non-responsive:
 - i) All forms contained in this ITB, fully completed
 - ii) Evidence that the Minimum Qualifications listed in the Specifications/Scope of Work are met.
 - iii) A certified check, cashier's check or bid bond (**COMPANY CHECK OR MONEY ORDER WILL NOT BE ACCEPTABLE**) in the amount of \$500 must accompany the proposal.
 - b) Bids must be submitted to the Purchasing Division, City of Dearborn 4500 Maple Street, Dearborn MI 48126, (313) 943-2375, by the date and time indicated as the deadline. The Purchasing Division time stamp will determine the official receipt time. It is each Bidder's responsibility to ensure that its bid is time stamped by the Purchasing Division by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal or courier services or for any other reasons. Bids will be accepted at any time during the normal course of business only, being 8:00 a.m. to 4:30 p.m. Local Time, Monday through Friday, legal holidays excepted. Bids will be opened and read aloud shortly after the bid deadline. Late bids received by the City of Dearborn will be returned unopened to the Bidder.
 - c) Bids must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: ITB Title, Control Number, Deadline and Bidder's name, address, phone, fax and contact name.
 - d) **Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation to Bid (ITB), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.**
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Bids sent by telegraph, facsimile or other electronic means will not be considered unless specifically authorized in this ITB.

- g) All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the City of Dearborn.
- h) Bids must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the language in the Invitation to Bid (including its Form of Agreement) in writing. Each exception must be clearly defined and referenced to the proper paragraph in this ITB or its Form of Agreement.
 - a) The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.
 - b) If no exceptions are noted in the submitted bid, the City of Dearborn will expect and require complete conformance with this specification and the successful Bidder will be required to perform accordingly.
 - c) Bids taking exception to Standard Terms and Conditions of this document (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The City of Dearborn reserves the right to accept or to allow the Bidder to withdraw any or all exceptions.
 - d) Any requested exceptions must be submitted by the pre-bid question deadline.
- 5) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 6) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 7) **REJECTION:** The City of Dearborn reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Agent that the best interest of the City of Dearborn will be served by doing so. If all Bids are rejected by the City of Dearborn, notice will be posted on the Michigan Intergovernmental Trade Network (MITN) website as noted on the Cover Page of this document. No Bid will be considered from any person, firm or corporation in arrears or in default to the City of Dearborn on any contract, debt, or other obligation, or if the Bidder is debarred by the City of Dearborn from consideration for a contract award, or if Bidder has committed a violation of the City of Dearborn's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Dearborn will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Dearborn.
- 9) **BID SIGNATURES:** Bids must be signed **in ink** by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Dearborn if the Bidder is determined to be the lowest responsive and responsible bidder.
- 10) **CONTRACT AWARD:** The City of Dearborn reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Bidder. All bids must be firm for at least **120** days from the due date of the bid. The apparent successful Bidder will be notified at the earliest possible date of the recommendation to award a contract. Award decisions may be subject to approval by the City Council, Mayor, and Corporation Counsel.
- 11) **NO-BID RESPONSE:** For those businesses who receive this ITB but who do not submit a bid, it would help the City of Dearborn if you would please return a notice of why you have chosen not to bid.
- 12) **FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.

- 13) **BID BOND RETURNS:** In submitting this sealed bid it is understood that the right is reserved by the City of Dearborn to reject any or all bids. It is agreed that this bid may not be withdrawn for one hundred twenty (120) days from the opening. Bids which are withdrawn will result in forfeiture of the bid bond. The bid bond of all except the two (2) lowest bidders will be returned within 72 hours after opening of bids. The bid bond of the second low bidder will be returned within 48 hours after the Dearborn City Council has awarded a contract. The bid bond of the successful bidder will be returned within 48 hours after same has executed the contract

SPECIFICATIONS/SCOPE OF WORK

- 1) INTRODUCTION:** Through this Invitation to Bid (ITB), the City of Dearborn hereby invites businesses that meet the qualifications set forth herein to submit bid to dispose of the following materials: loose leaves and small twigs ("yard waste") collected in the street as part of the city's annual "Loose Leaf Collection Program." The intent of this contract is to provide the City of Dearborn with the most economical and expedient method for disposing these materials during the fall (approximately from October 1 through December 15 of each year).

Currently, the City of Dearborn collects approximately 18,000 non-compacted yards of loose leaves annually. These materials are transported by city vehicles, including five-to-seven yard dump trucks and thirty-yard trailers. Qualified vendors must be able to accommodate at least 25,000 cubic yards of loose leaves during the program period to meet the requirements of this bid specification.

- 2) MINIMUM QUALIFICATIONS:** Bidders (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed nonresponsible and rejected without any further evaluation if they, as a business, do not meet the following qualifications:

- a) The Bidder must have at least 5 years experiencing collecting and transporting yard waste material for municipal or other governmental entities.
- b) The Bidder must be able to accommodate at least 25,000 cubic yards of loose leaves during the program period to meet the requirements of this bid specification
- c) The Bidder may be required to demonstrate (to the complete satisfaction of the City of Dearborn) that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
 - i) The bidder may be required to provide a work history and three (3) municipal references.
 - ii) The City of Dearborn reserves the right to make reasonable investigations if deemed necessary to determine the ability of the bidder to perform the work. By submitting a bid, Bidders agree to furnish all information for this purpose to the City of Dearborn if requested.
 - iii) The City of Dearborn reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City of Dearborn.

- 3) SCOPE OF SERVICES:** The Successful Respondent (Contractor) shall be required to provide all equipment, materials and labor to provide the following work.

- a) Required Work:

- i) **Base Bid: Removal of Non-Compacted Leaves from the DPW Yard.**

- (1) Contractor shall collect and haul non-compacted yard waste from the City of Dearborn DPW Yard located at 2951 Greenfield, Dearborn, Michigan to a facility of their choice.
- (2) Contractor shall provide a price per non-compacted cubic yard for this service and must hold this pricing for the entire term of this agreement.
- (3) Contractor shall be required to provide documentation of material volume transported for the City of Dearborn in order to be paid.
- (4) Please provide a rate schedule when submitting bid for any items not covered by the above specifications (if applicable).

- ii) **Alternate Bid 1: Removal of Compacted/Shredded Leaves from the DPW Yard.**

- (1) Contractor shall provide and maintain equipment to the DPW yard to compact and/or shred the leaves.
- (2) Contractor shall be required to provide documentation of material volume transported for the City of Dearborn in order to be paid.

iii) **Alternate Bid 2: Removal of Compacted/Shredded Leaves from the DPW Yard and Transport to Ford Land sites within Dearborn.**

- (1) Contractor shall be required to shred the leaves and haul to various Ford Land sites throughout Dearborn.
- (2) Contractor shall be required to provide documentation of material volume transported for the City of Dearborn in order to be paid.

iv) **Alternate Bid 3: City to deliver materials to the designated facility or location.**

- (1) In this bid, state location and round trip distance in miles from 2951 Greenfield Dearborn, MI 48120 where City trucks may dispose of leaves at company location. Travel time to the disposal site may be a factor in the award of the contract. Vendor will be required to provide proof of material volume solely for the benefit of the city in order to obtain payment for such services.
 - (a) Contractor must provide disposal services in a manner that minimizes waiting time for City vehicles delivering yard waste to the designated site. Average trip waiting times of over five (5) minutes are not acceptable and shall cause the bidder's bid to be rejected
 - (b) At a minimum, the facility/location must be open and available to accept yard waste from city vehicles Monday through Saturday, from 7 am until 6 pm.

b) Hours of Operation:

- i) Contractor must be available Monday through Friday 7am through 6pm.
- ii) The contractor must be able to respond within 72 hours of being notified.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **SUBMISSION REQUIREMENTS:** You must submit your original signed bid and two (2) signed copies by the bid deadline.
2. **BID DEPOSIT (BOND):** A bid bond (cashier's check, certified check or bid bond) in the amount of \$500 is required.
3. **CONTRACT TERM:** The contract shall be for a term of 2 years, effective upon execution and notice to proceed, with up to two, 2-year renewal periods at the sole discretion of the City of Dearborn. All prices and rates will be held firm during the contract term and all subsequent renewal periods.
4. **CONTRACT AWARD:** This contract is intended to be awarded as a whole, to the qualified bidder who submits the lowest responsible and responsive Base Bid.
5. **ESTIMATED QUANTITIES:** The quantities shown are estimates only, for the purpose of comparing bids and the City of Dearborn reserves the right to increase or decrease amounts as circumstances may require.
6. **INSURANCE SUBMISSION REQUIREMENTS:** The successful Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. A "Notice of Intent to Recommend for Award" letter will serve as the request and will be faxed and/or emailed to the successful Respondent. To expedite the process, a copy of your current coverage may be submitted with your bid.
7. **STANDARD INSURANCE REQUIREMENTS:**
 - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
 - c) **Automobile Liability Coverage:** The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 - d) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
 - e) Cancellation clause of insurance shall identify not less than thirty (30) days.
 - f) The City reserves the right to require complete, certified copies of all required insurance policies at any time.

8. COOPERATIVE PURCHASING:

- a) Section 2-569 of the City of Dearborn Code of Ordinances entitled, "Cooperative Purchasing," permits the City of Dearborn's Purchasing Officer to "participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other public procurement units (joint purchasing and piggybacking)."
- b) This contract has been selected as a cooperative contract, thus it may be extended to other Participating Public Agencies (Agencies). Your company is encouraged to provide pricing which reflects awards to multiple Agencies. As such, any resulting purchases between the successful Respondent and other Agencies shall require the Respondent to extend all goods and/or services at the same rates, prices, and contractual terms as written in this solicitation. The only allowable exception in regard to extension of pricing is in regard to delivery prices (if applicable).
- c) The City shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of any type for any Respondent that may be awarded any agreement resulting from this solicitation.
- d) Participating Public Agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by an Agency shall be the exclusive obligation of such procuring party.
- e) The City of Dearborn shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof for any payment required to be made with respect to such order; and that any disputes between a Participating Public Agency the Respondent that may be awarded any agreement resulting from this solicitation are not the responsibility of the City of Dearborn. The exercise of any rights or remedies by the Participating Public Agency or successful Respondent shall be the exclusive obligation of each party.
- f) The City makes no representation or guaranty with respect to any minimum purchases by the City or any Agency or any employee thereof under any agreement resulting from this solicitation. Check if or if not agreeable to these terms:

_____ Our company **IS** interested in extending the contract to other entities.

_____ Our company **IS NOT** interested in extending the contract to other entities.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of the resulting contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be 2%10-Net 30 unless otherwise specified by the City of Dearborn.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 8) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 10) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 11) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 12) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 13) **Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
- a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with rite contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.
 - b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
 - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
 - d. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.

- 14) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 15) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault.
- 16) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 17) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City of Dearborn with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
- 18) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the resulting contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 19) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 20) **Non-Discrimination Clause:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers.
- 21) **Subcontracting:** The use of a subcontractor is subject to the approval of the City of Dearborn.
- 22) **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Dearborn in this bid or in any other manner.
- 23) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
- 24) **Unusual Circumstances:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after

examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- a. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
- b. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- c. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
- d. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

REQUIRED FORMS

BID FORM 15
PRICE PAGE 16
VERIFICATION OF MINIMUM QUALIFICATIONS FORM 18
BUSINESS INFORMATION QUESTIONNAIRE 19
SUBCONTRACTOR FORM 21

BID FORM

Failure to complete this form shall result in your bid being deemed nonresponsive and rejected without any further evaluation.

OFFER

TO: CITY OF DEARBORN:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Invitation to Bid.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Offer and Acceptance, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City of Dearborn, for the term as stated herein, and to enter into an Agreement with the City of Dearborn, in accordance with the Conditions, Scope and Terms, together with any written addendum as specified above (collectively referred to as the "Form of Agreement").

COMPLIANCE:

By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable provisions of the City of Dearborn's Charter, and 2) if awarded a contract to provide the Construction, Goods or Services required in the ITB, the Bidder will comply with the City of Dearborn's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

NONCOLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price Page. I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

Date

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

ACCEPTANCE OF OFFER:

(TO BE COMPLETED BY THE CITY OF DEARBORN)

The Offer is hereby accepted for yard waste collection and disposal services with a value not expected to exceed \$_____ annually.

The Contractor is now bound to sell the materials or services listed in the Invitation to Bid, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City of Dearborn.

This contract shall henceforth be referred to as _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a written notice to proceed from the City of Dearborn.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

John B. O'Reilly, Jr., Mayor Date
(or designee)

City of Dearborn Corporation Counsel Date

Budget Approval (If Applicable):

If the total dollar value of this solicitation is below the City of Dearborn Council threshold, the Mayor and Corporation Council Signatures are not required. A Purchase Order will serve as the notice of acceptance/notice to proceed and will be subject to all terms and conditions as stated in this document.

PRICE PAGE

Failure to complete this form shall result in your bid being deemed nonresponsive and rejected without any further evaluation. This contract is intended to be awarded as a whole, to the qualified bidder who submits the lowest responsible and responsive Base Bid.

Base Bid: Removal of Non-Compacted Leaves from DPW Yard as specified.

\$ _____/Yard

Alternate Bid 1: Removal of Compacted/Shredded Leaves from DPW Yard.

\$ _____/Yard

Alternate Bid 2: Removal of Compacted/Shredded Leaves from DPW Yard and Haul to Ford Land Sites in Dearborn.

\$ _____/Yard

Alternate Bid 3: Hauling Loose Leaves to Designated Facility, price per compacted yard.

\$ _____/Yard

You must submit your bid and two (2) copies as stated in the submission requirements.

A tabulation of bids will be made available within 3 business days after the due date. Tabulations are posted on the MITN system. The lowest bid may not necessarily be the successful bid.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

If needed, the City may choose to contact other municipalities your business has contracted with. To help the City, please provide at least three (3) municipal references who have received yard waste collection services from your business.

1. Name of Municipality: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

2. Name of Municipality: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

3. Name of Municipality: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

NAME OF COMPANY _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

DUNS # AND/OR CCR # _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership () If Partnership, select one of the following: Limited () or General ()

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Proposer Directorship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE CITY OF DEARBORN

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)

By _____
(Signature) Date

(Title)

By _____
(Signature) Date

(Title)

SUBCONTRACTOR FORM

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

Are there any subcontractors to be utilized under this contract?

☐ YES - You must complete both pages.

☐ NO - You must complete only this page.

ACKNOWLEDGED BY:

Firm: _____

Name: _____
(Authorized Representative)

Title: _____

Signature: _____

Date: _____

SUBCONTRACTOR FORM Continued

(If you have more than one Subcontractor, make additional copies as needed)

Prime Contractor _____

State relationship, if any, between Prime Contractor and each Subcontractor: _____

NOTE: Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.

Subcontractor: _____ Fed Tax ID _____

Address: _____ P.O. Box _____

City: _____ County _____ State _____ Zip: _____

Phone:(_____) _____ Fax:(_____) _____

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings): _____

Work to perform: _____

Subcontract Amount \$ _____ Percent of Contract _____ %

ACKNOWLEDGED BY:

I acknowledge that all the above information has been completely filled out and is true.

SUBCONTRACTOR

Authorized Signature	Name & Title	Date
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I acknowledge that all the above information has been completely filled out and is true.

PRIME CONTRACTOR	Authorized Signature	Name & Title	Date
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THE USE OF A SUBCONTRACTOR IS SUBJECT TO APPROVAL BY THE CITY