

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Hauling and Disposal of Dirt and Debris**

Resolution #2016-03-051-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** contracts for one-year requirements for the Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to low bidders *Osburn Industries of Taylor, MI* for items #1 and #2 for an estimated total cost of \$26,000.00, and *Ahern Contracting of Chesterfield, MI* for item #3 for an estimated total cost of \$52,290.00, and *Dale's Disposal of Fraser, MI* for item #4 for an estimated total cost of \$26,925.00 at the unit prices contained in the bid tabulation opened February 18th, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contract expiring April 30, 2018.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

BLANKET ORDER

No. 2016-00001375

DATE: 03/21/2016

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

COUNCIL RESOLUTION
2016-03-051-J-4a

VENDOR NO. 101831

ORIGINAL

Vendor

OSBURN INDUSTRIES INC
5850 PARDEE
TAYLOR, MI 48180

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
3,000	Ton	BROKEN CONCRETE WITH AND WITHOUT WIRE POSSIBLY MIXED WITH FILL DIRT	6.0000	\$18,000.00
1,000	Ton	BROKEN ASPHALT POSSIBLY MIXED WITH FILL DIRT	8.0000	\$8,000.00
1	Each	Additional Information: In accordance with your original electronic bid submission opened 3/14/2016.	0.0000	\$0.00

Entered By: MaryBeth Murz

\$26,000.00

Special Instructions:

Insurance Required to be on File - Furnish One (1) Year Requirements of Hauling and Disposal of Dirt and Debris, in accordance with the specifications for ITB-COT 16-12 with the OPTION to Renew for ONE (1) additional year at the above stated prices. NOTE: Quantities stated are estimated.... the contractor will only be paid for services as rendered. Troy City Council Approval Date: 03/14/2016.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MaryBeth Murz

CITY OF TROY
PURCHASE ORDER
HAULING/DISPOSAL OF DIRT AND DEBRIS

VENDOR NAME: Osburn Industries
Taylor, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/TON
1	3,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$6.00
2	1,000	Broken asphalt possibly mixed with fill dirt	\$8.00
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$26,000.00

PAYMENT TERMS:

NET 30

DISPOSAL SCHEDULE:

Can Meet
Cannot Meet

X

REFERENCES:

Y or N

Y

DISPOSAL SITE:

Oakland Landfill

APPROVED SITE

Y or N

Y

EPA PERMIT #:

MID985607076

48 HOUR SERVICE - CATCH BASIN MATERIAL

Can Meet
Cannot Meet

X

CONTACT INFORMATION:

Hrs of Operations

5:00AM-5:00PM

24 Hr Phone #

313.363.0077

Tax ID #

386061972

SITE VISIT:

Yes/No

Y

Date

2/16/2016

EXCEPTIONS:

Blank

INSURANCE:

Can Meet
Cannot Meet

X

EQUIPMENT LIST:

Attached

Y or N

Y

BLANKET ORDER

No. 2016-00001374
 DATE: 03/21/2016
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

COUNCIL RESOLUTION
 2016-03-051-J-4a

VENDOR NO. 168951

Vendor
 DALE'S DISPOSAL, INC.
 31475 UTICA RD.
 FRASER, MI 48026

Estimated

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,500	Ton	CATCH BASIN SLUDGE & STREET SWEEPINGS Disposal Site: Riverview Highlands - EPA Permit #MDEQ #9307. Additional Information: In accordance with your original bid submission opened 2/1/2016 and approved by Troy City Council on 03/14/2016.	17.9500	\$26,925.00
1	Each		0.0000	\$0.00

Entered By: MaryBeth Murz

\$26,925.00

Special Instructions:

Insurance Required to be on file for duration of contract. Furnish One (1) Year Requirements of Hauling Dirt and Debris, in accordance with the specifications of ITB-COT 16-12 with the OPTION to RENEW for ONE (1) additional year at the same above stated prices as bid. NOTE: Quantities are estimated...contractor will only be paid for services rendered. City Council Approval Date: 3/14/2016.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MaryBeth Murz

VENDOR NAME: Dale's Disposal
Fraser, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/TON
4	1,500	Catch basin sludge and street sweepings.	\$17.95
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$26,925.00

PAYMENT TERMS:

NET 30

DISPOSAL SCHEDULE:

Can Meet
Cannot Meet

X

REFERENCES:

Y or N

Y

DISPOSAL SITE:

Riverview Landfill

APPROVED SITE

Y or N

Y

EPA PERMIT #:

BLANK

48 HOUR SERVICE - CATCH BASIN MATERIAL

Can Meet
Cannot Meet

X

CONTACT INFORMATION:

Hrs of Operations

7:00AM-6:00PM M-F

24 Hr Phone #

586.778.1919

Tax ID #

208191810

SITE VISIT:

Yes/No

Y

Date

Current Hauler

EXCEPTIONS:

None

INSURANCE:

Can Meet
Cannot Meet

X

EQUIPMENT LIST:

Attached

Y or N

Y

BLANKET ORDER

No. 2016-00001376

DATE: 03/21/2016

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

COUNCIL RESOLUTION
2016-03-051-J-4a

VENDOR NO. 160267

Vendor

AHERN CONTRACTING INC
25875 NEW FOREST COURT
CHESTERFIELD, MI 48051

ORIGINAL

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
7,000	Ton	FILL DIRT, MATERIAL EXCAVATED FROM WATER AND SEWER REPAIRS AS WELL AS DITCHING OPERATIONS. MATERIAL MAY INCLUDE CULVERTS, EXCESSIVELY LARGE STUMPS, LOGS, AND WOOD MATERIAL THAT CONTAIN UNSEGREGATABLE IMPURITIES SUCH AS CEMENT, DIRT AND METAL	7.4700	\$52,290.00
1	Each	Additional Information: In accordance with your original electronic bid submission opened 3/14/2016.	0.0000	\$0.00

Entered By: MaryBeth Murz

\$52,290.00

Special Instructions:

Insurance Required to be on File - Furnish One (1) Year Requirements of Hauling and Disposal of Dirt and Debris, in accordance with the specifications for ITB-COT 16-12 with the OPTION to Renew for ONE (1) additional year at the above stated prices. NOTE: Quantities stated are estimated.... the contractor will only be paid for services as rendered. Troy City Council Approval Date: 3/14/2016.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MaryBeth Murz

CITY OF TROY
PURCHASE ORDER
HAULING/DISPOSAL OF DIRT AND DEBRIS

VENDOR NAME: Ahern Contracting
Chesterfield, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/TON
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	\$7.47
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$52,290.00
PAYMENT TERMS:			NET 30
DISPOSAL SCHEDULE:			
Can Meet			X
Cannot Meet			
REFERENCES:			
Y or N			Y
DISPOSAL SITE:			Pine Tree Acres Landfill
APPROVED SITE			Y or N
EPA PERMIT #:			9095
48 HOUR SERVICE - CATCH BASIN MATERIAL			
Can Meet			X
Cannot Meet			
CONTACT INFORMATION:			
Hrs of Operations			7:00AM-7:00PM
24 Hr Phone #			810.943.0403
Tax ID #			383490735
SITE VISIT:			
Yes/No			N
Date			
EXCEPTIONS:			None
INSURANCE:			
Can Meet			X
Cannot Meet			
EQUIPMENT LIST:			
Attached		Y or N	Y



CITY COUNCIL AGENDA ITEM

Date: February 23, 2016

To: Brian Kischnick, City Manager

From: Timothy L. Richnak, Public Works Director
Kurt Bovensiep, Public Works Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications - Hauling and Disposal of Dirt and Debris

History

- The work includes the hauling and disposal of broken concrete and asphalt, fill dirt excavated from water and sewer repairs, and catch basin sludge and street sweepings.
- The current contract expires April 30, 2016.

Purchasing

On February 18th, 2016 a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of Hauling Disposal of Dirt and Debris. Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 198 vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	198
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	13
Troy Companies that viewed the bid	0

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.*

Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award the bid; low bid as specified by line item. Awarding the bid *low bid by line item* will save the City an additional \$12,785.00 in comparison to awarding the bid *low bid in total*. The award is contingent upon contractors' submission of proper insurance certificates, and all other specified requirements.

Financial

Funds are available through the Public Works operating budgets for the Streets and Water Divisions.

Recommendation

City Management recommends awarding contracts for one-year requirements of Hauling and Disposal of Dirt and Debris, with an option to renew for one (1) additional year to the low bidders, Osburn Industries of Taylor, MI for items #1 and #2 for an estimated total cost of \$26,000.00, and Ahern Contracting of Chesterfield, MI for item #3 for an estimated total cost of \$52,290.00, and Dale's Disposal of Fraser, MI for item #4 for an estimated total cost of \$26,925.00, at the unit prices contained in the bid tabulation; contracts to expire April 30, 2018.

G:\Bid Award 15-16 New Format\Award Standard Purchasing Resolution 2 HaulingDisposal DirtDebris ITB-COT 16-12.doc

VENDOR NAME:	Osburn Industries	Ahern Contracting	Dale's Disposal
	Taylor, MI	Chesterfield, MI	Fraser, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/TON	PRICE/TON	PRICE/TON
1	3,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$6.00	\$8.89	NO BID
2	1,000	Broken asphalt possibly mixed with fill dirt	\$8.00	\$11.48	NO BID
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	\$8.00	\$7.47	NO BID
4	1,500	Catch basin sludge and street sweepings.	\$24.00	\$23.00	\$17.95
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$118,000.00	\$124,940.00	\$26,925.00

PAYMENT TERMS:

NET 30

NET 30

NET 30

DISPOSAL SCHEDULE:

Can Meet X
 Cannot Meet

X

X

X

REFERENCES:

Y or N

Y

Y

Y

DISPOSAL SITE:

Oakland Landfill

Pine Tree Acres
 Landfill

Riverview Landfill

APPROVED SITE

Y or N

Y

Y

Y

EPA PERMIT #:

MID985607076

9095

BLANK

48 HOUR SERVICE - CATCH BASIN MATERIAL

Can Meet X
 Cannot Meet

X

X

X

CONTACT INFORMATION:

Hrs of Operations

5:00AM-5:00PM

7:00AM-7:00PM

7:00AM-6:00PM M-F

24 Hr Phone #

313.363.0077

810.943.0403

586.778.1919

Tax ID #

386061972

383490735

208191810

SITE VISIT:

Yes/No

Y

N

Y

Date

2/16/2016

Current Hauler

EXCEPTIONS:

Blank

None

None

INSURANCE:

Can Meet X
 Cannot Meet

X

X

X

EQUIPMENT LIST:

Attached

Y or N

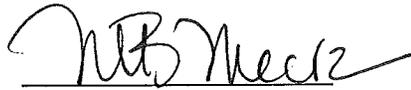
Y

Y

Y

ATTEST:

Susan Riesterer
 Paul Evans
 Enna Bachelor



MaryBeth Murz,
 Purchasing Manager

STANDARD PURCHASING RESOLUTION 2 – Award To Low Bidders meeting Specifications –Hauling and Disposal of Dirt and Debris

RESOLVED, That Troy City Council hereby **AWARDS** contracts for one-year requirements for the Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to low bidders; Osburn Industries of Taylor, MI for items #1 and #2 for an estimated total cost of \$26,000.00, and Ahern Contracting of Chesterfield, MI for item #3 for an estimated total cost of \$52,290.00, and Dale's Disposal of Fraser, MI for item #4 for an estimated total cost of \$26,925.00 at the unit prices contained in the bid tabulation opened February 18th, 2016, a copy of which shall be ATTACHED to the original minutes of this meeting, with contract expiring April 30, 2018; and

BE IT FURTHER RESOLVED, That the award is contingent upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

CITY OF TROY
BID PROPOSAL

ITB-COT 15-39
Page 1 of 8

The undersigned proposes to haul and dispose of dirt and debris from the City of Troy Department of Public Works Facility located at 4693 Rochester Road, Troy, Michigan in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Osburn Industries

DESCRIPTION OF DEBRIS:

Line Item	EST QTY (Tons)	Description	Unit Price
1.	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$ 6.00 /ton
2.	1,000	Broken asphalt possibly mixed with fill dirt.	\$ 8.00 /ton
3.	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$ 8.00 /ton
4.	1,500	Catch basin sludge and street sweepings.	\$ 24.00 /ton

OTHER LAWS AND REGULATIONS TO BE OBSERVED:

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor, it's employees or any subcontractors.

PERMITS AND TESTING:

The Contractor shall be responsible for all DEQ and Disposal Site permits and testing's required to dispose of sludge and street sweepings. The Contractor is also responsible for any fees, costing for testing of materials, getting manifest, etc. Pricing shall include all these costs.

SCHEDULING:

The contractor must be capable of providing service **within forty eight (48) hours of receiving telephone notice for all items #1 – #4. Providing service includes scheduling the service AND completing the pick-up within forty eight (48) hours.**

Loading hours are Monday through Friday, 7:30 A.M. to 3:00 P.M. with the exception of the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

SCHEDULING PENALTY:

The contractor must be capable of and adhere to the specified scheduling timeframes for loading and removal. If the Contractor does not respond by **scheduling AND completing the requested pick-up within the 48 hour timeframe;** there will be a 10% deduction penalty. The 10% deduction will automatically be deducted at time of payment.

Our company can meet the disposal schedule.

Our company cannot meet the disposal schedule but offers:

_____.

CONTACT INFORMATION:

Hours of Operation: M-S 5:00AM To 5:00pm
24 Hour Phone Number: 313-363-0077
Tax ID: 38-6061972

EQUIPMENT LIST:

- A) Bidder shall attach a list describing the equipment to be utilized (capacity, number of units available, etc.) Please mark the list "Attachment A" if not using the "Attachment A" sheet attached (Bid Proposal, Page 8).
- B) Contractors dump boxes must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete.

IMPORTANT:

Due to the City's limited storage capacity, it is imperative that the contractor is capable of providing scheduling the pick-up AND completing the pick-up **within forty-eight (48) hours** of receiving telephone notice to **haul and dispose of all items #1 -#4**. Note, a typical service request will consist of approximately 100 tons of material.

HAULING CAPABILITIES:

The contractor must be able to haul a minimum of forty (40) yards of debris per load and haul at least ten (10) loads per day. The City reserves the right to suspend this requirement if awarded on a split basis.

BILLING:

Billing shall be on a monthly basis; invoices will refer back to each weight receipt provided by the Contractor. At the time of billing the hauler will provide all Type II landfill receipts as part of the billing package, where applicable.

QUANTITIES:

While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids.

LOADING:

- A) The City of Troy's D.P.W. staff shall not be held responsible for any damage to dump boxes as a result of normal loading activities. However, damage caused by City workers due to negligence will be the responsibility of the City.
- B) While the City's staff will load the contractor's trailers, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.
- C) After loading, the trailers shall be weighed at the City's certified scale (located at the D.P.W. facility) or another location designated by the contractor and approved by the City, and then provides the DPW Facility with a receipt indicating the weight of that load, and the type of debris being hauled.

HAULING CHARGES:

Charges shall include disposal costs, fees, cost for testing of material(s) including all DEQ and Disposable Site Permits and testing required to dispose of sludge and street sweepings. Charges must be bid as price/ton.

ESTIMATED QUANTITY:

Quantities stated are estimated and are NOT guaranteed. The estimated quantities will be used for award purposes only. The City of Troy will not be penalized if more or less hauling is needed.

SITE VISIT:

It is highly recommended that all bidders visit the site and inspect the materials to be disposed of. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his / her bid proposal. Appointments should be made with **Mike Sackner**, Division Supervisor at (248) 885-1849.

Our company made a site inspection on: 2-16-16
Our company did not visit the site.

COMPANY NAME: Osburn Industries

ADDITIONAL INFORMATION:

For additional general information or questions about this bid proposal, please contact please contact Emily Frontera, Office Coordinator, at (248) 524-3373 between the hours of 8:00 AM and 4:30 PM, Monday through Friday or Email: E.Frontera@troymi.gov.

CURRENCY:

All figures are to be in U. S. Funds.

DOWN PAYMENTS AND PREPAYMENTS:

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to cost, professional competence, compliance with required laws and regulations, references, the equipment to be used to meet the specified hauling capabilities, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award the bid to the lowest responsible bidder(s) for each item or to combine items if deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City of Troy's best interest.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2017. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

DISPOSAL OF STREET SWEEPINGS AND CATCH BASIN MATERIAL:

Street Sweepings and Catch Basin Material received from the Department of Public Works are to be disposed of in accordance with current FEDERAL GUIDELINES. Bidders specifically are responsible for any fees, cost for testing of materials, getting manifest, etc. including DEQ and Disposal Site Permits and testing's required to dispose of sludge and street sweepings. Bid prices must include these costs.

The Street Sweepings and Catch Basin Material will be sent to:
Location _____

Oakland Landfill

CHECK ONE:

- Is an approved site for Street Sweepings and Catch Basin Material.
The site's EPA Permit Number is: MID 985607076
- Is not an approved disposal site for Street Sweepings and Catch Basin Material.

COMPANY NAME: Osburn Industries

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: City of Melvindale DPW
ADDRESS: 3100 Oakwood Melvindale MI 48122
PHONE: 313 383 3993 CONTACT DPW
EMAIL: N/A

COMPANY: Midwest Landscape Group
ADDRESS: 1980 Union Lk Rd Commerce Twp MI 48382
PHONE: 748 613 6584 CONTACT _____
EMAIL: Bruce Kilmor

COMPANY: Briston Stone Inc.
ADDRESS: 7196 Grand River Briston MI 48114
PHONE: 810 229 6648 CONTACT Robbie
EMAIL: _____

Please check this box if this bid proposal is based on an all or none award – “One Lot Pricing” not to be broken up by item.

PURCHASE ORDER:

After the Troy City Council has approved the award and acceptable insurance certificates received, the successful bidder will be issued a purchase order from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications. A contract document will not be issued.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, the City of Troy designated representative will be solely responsible for determining acceptable performance levels. His / her decision will be deemed in the City of Troy's best interest and will be final.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

DEFAULTED VENDORS:

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: Osburn Industries

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: _____

Osburn Industries

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. **The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: _____

Osburn Industries

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2017. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Tim Osburn

NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Osburn Industries
ADDRESS 5850 Pardee CITY Taylor STATE Mi ZIP 48180
TELEPHONE NO. (313) 292-4140 FAX NO. (313) 292-4143
REPRESENTATIVE'S NAME Tim Osburn
(Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Tim Osburn
TERMS Net 30 WARRANTY _____
E-MAIL Tim@Osburnind.com DELIVERY TIME: _____

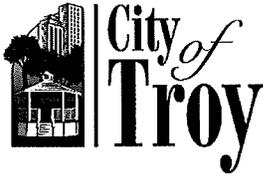
EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

ACKNOWLEDGEMENT:

I, Tim Osburn, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Tim Osburn



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A ~~corporation~~ duly organized and doing business under the laws of the State of Michigan
for whom Timothy M. Osburn, bearing the office title of Vice President
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A partnership~~, all members of which, with addresses, is:

~~AN INDIVIDUAL~~, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Timothy M. Osburn, being duly sworn deposed, says that he/she
(Print Full Name)
is Vice President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 17 day of February, 2016 in and for Oakland
County.

My commission expires:

09/10/2016



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Osburn Industries, Inc.

Name of Agency/Company/Firm (Please Print)

Timothy M Osburn Vice President

Name and title of authorized representative (Please Print)

Tim Osburn

Signature of authorized representative

02/17/16

Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Osburn Industries, Inc.
Street Address	5855 Pardee Rd
City	Taylor
State, Zip	MI 48180
Corporate I.D. Number/State	38-6061972 Mi.
Taxpayer I.D. #	

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Timothy M. Osburn

Witness Signature: _____

Printed Name of Witness: _____

Michael T. Madlesky

CITY OF TROY
 BID PROPOSAL

The undersigned proposes to haul and dispose of dirt and debris from the City of Troy Department of Public Works Facility located at 4693 Rochester Road, Troy, Michigan in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Ahem Contracting, Inc.

DESCRIPTION OF DEBRIS:

Line Item	EST QTY (Tons)	Description	Unit Price
1.	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$ 8.89 /ton
2.	1,000	Broken asphalt possibly mixed with fill dirt.	\$ 11.48 /ton
3.	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$ 7.48 /ton
4.	1,500	Catch basin sludge and street sweepings.	\$ 23.00 /ton

OTHER LAWS AND REGULATIONS TO BE OBSERVED:

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor, it's employees or any subcontractors.

PERMITS AND TESTING:

The Contractor shall be responsible for all DEQ and Disposal Site permits and testing's required to dispose of sludge and street sweepings. The Contractor is also responsible for any fees, costing for testing of materials, getting manifest, etc. Pricing shall include all these costs.

SCHEDULING:

The contractor must be capable of providing service **within forty eight (48) hours of receiving telephone notice for all items #1 - #4. Providing service includes scheduling the service AND completing the pick-up within forty eight (48) hours.**

Loading hours are Monday through Friday, 7:30 A.M. to 3:00 P.M. with the exception of the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

SCHEDULING PENALTY:

The contractor must be capable of and adhere to the specified scheduling timeframes for loading and removal. If the Contractor does not respond by **scheduling AND completing the requested pick-up within the 48 hour timeframe;** there will be a 10% deduction penalty. The 10% deduction will automatically be deducted at time of payment.

Our company can meet the disposal schedule.

Our company cannot meet the disposal schedule but offers:

CONTACT INFORMATION:

Hours of Operation: 7:00 A.M - 7:00 P.M.
24 Hour Phone Number: 810-343-0403
Tax ID: 38-3490735

EQUIPMENT LIST:

- A) Bidder shall attach a list describing the equipment to be utilized (capacity, number of units available, etc.) Please mark the list "Attachment A" if not using the "Attachment A" sheet attached (Bid Proposal, Page 8).
- B) Contractors dump boxes must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete.

IMPORTANT:

Due to the City's limited storage capacity, it is imperative that the contractor is capable of providing scheduling the pick-up AND completing the pick-up **within forty-eight (48) hours** of receiving telephone notice to **haul and dispose of all items #1 - #4**. Note, a typical service request will consist of approximately 100 tons of material.

HAULING CAPABILITIES:

The contractor must be able to haul a minimum of forty (40) yards of debris per load and haul at least ten (10) loads per day. The City reserves the right to suspend this requirement if awarded on a split basis.

BILLING:

Billing shall be on a monthly basis; invoices will refer back to each weight receipt provided by the Contractor. At the time of billing the hauler will provide all Type II landfill receipts as part of the billing package, where applicable.

QUANTITIES:

While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids.

LOADING:

- A) The City of Troy's D.P.W. staff shall not be held responsible for any damage to dump boxes as a result of normal loading activities. However, damage caused by City workers due to negligence will be the responsibility of the City.
- B) While the City's staff will load the contractor's trailers, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.
- C) After loading, the trailers shall be weighed at the City's certified scale (located at the D.P.W. facility) or another location designated by the contractor and approved by the City, and then provides the DPW Facility with a receipt indicating the weight of that load, and the type of debris being hauled.

HAULING CHARGES:

Charges shall include disposal costs, fees, cost for testing of material(s) including all DEQ and Disposable Site Permits and testing required to dispose of sludge and street sweepings. Charges must be bid as price/ton.

ESTIMATED QUANTITY:

Quantities stated are estimated and are NOT guaranteed. The estimated quantities will be used for award purposes only. The City of Troy will not be penalized if more or less hauling is needed.

SITE VISIT:

It is highly recommended that all bidders visit the site and inspect the materials to be disposed of. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his / her bid proposal. Appointments should be made with **Mike Sackner**, Division Supervisor at (248) 885-1849.

Our company made a site inspection on: _____
Our company did not visit the site.

COMPANY NAME: Ahern Contracting, Inc.

ADDITIONAL INFORMATION:

For additional general information or questions about this bid proposal, please contact please contact Emily Frontera, Office Coordinator, at (248) 524-3373 between the hours of 8:00 AM and 4:30 PM, Monday through Friday or Email: E.Frontera@troymi.gov.

CURRENCY:

All figures are to be in U. S. Funds.

DOWN PAYMENTS AND PREPAYMENTS:

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to cost, professional competence, compliance with required laws and regulations, references, the equipment to be used to meet the specified hauling capabilities, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award the bid to the lowest responsible bidder(s) for each item or to combine items if deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City of Troy's best interest.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2017. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

DISPOSAL OF STREET SWEEPINGS AND CATCH BASIN MATERIAL:

Street Sweepings and Catch Basin Material received from the Department of Public Works are to be disposed of in accordance with current FEDERAL GUIDELINES. Bidders specifically are responsible for any fees, cost for testing of materials, getting manifest, etc. including DEQ and Disposal Site Permits and testing's required to dispose of sludge and street sweepings. Bid prices must include these costs.

The Street Sweepings and Catch Basin Material will be sent to:

Location Pine Tree Acres Landfill

CHECK ONE:

Is an approved site for Street Sweepings and Catch Basin Material.

The site's EPA Permit Number is: 9095

Is not an approved disposal site for Street Sweepings and Catch Basin Material.

COMPANY NAME: Ahern Contracting, Inc.



AHERN CONTRACTING, INC.
25875 New Forest Court
Chesterfield, Michigan 48051
Telephone: (810) 343-0403
Facsimile: (586) 421-9905
www.aherncontractinginc.com

2015 REFERENCES

Mr. Gary Wall – Township Supervisor
Charter Township of Waterford
(248)674-6201
Commercial Demolition & Earthwork Project

Mr. Dave Papke – Facilities & Operations Superintendent
Charter Township of Waterford
(248)618-7452
Commercial Demolition & Earthwork Project

Mr. Mike Donnellon - Chief of Park Facilities, Maintenance & Development
Oakland County Parks & Recreation
(248)858-4623
Multiple Earthwork & Site Utilities Projects

Mr. Colin Gibbs - Supervisor, Facilities Maintenance
Oakland County Parks & Recreation
(248)431-3556
Multiple Earthwork & Site Utility Projects

Mr. John Locke - Vice President
S.P.E. Electrical
(888)773-8845
Earthwork & Site Utility Project

Mrs. Mary Borgman - President
L&M Property Management
(810)343-1499
Multiple Earthwork, Site Utility & Concrete Flat Work Projects

Mr. Gregory Kray - Director, Department of Public Works
City of Burton
(810)742-9230
Earthwork and Site Utility Project

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: See Attached
ADDRESS: _____
PHONE: _____ CONTACT _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT _____
EMAIL: _____

Please check this box if this bid proposal is based on an all or none award – “One Lot Pricing” not to be broken up by item.

PURCHASE ORDER:

After the Troy City Council has approved the award and acceptable insurance certificates received, the successful bidder will be issued a purchase order from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications. A contract document will not be issued.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, the City of Troy designated representative will be solely responsible for determining acceptable performance levels. His / her decision will be deemed in the City of Troy's best interest and will be final.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

DEFAULTED VENDORS:

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: Ahrens Contracting, Inc.

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- Our proposal is reduced by \$ 0 if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Alex Contracting, Inc.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

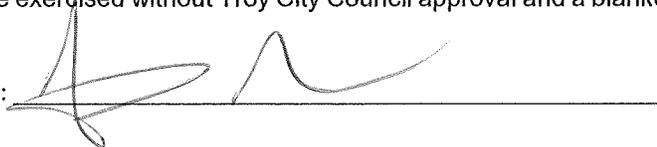
COMPANY NAME: Aheron Contracting, Inc

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2017. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Ahrens Contracting, Inc.

ADDRESS 25875 New Forest Ct CITY Charterfield STATE NE ZIP 48051

TELEPHONE NO. (708) 343-0403 FAX NO. (586) 421-9905

REPRESENTATIVE'S NAME James Alward
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

TERMS 30 Days WARRANTY None

E-MAIL AhrensContracting@yahoo.com DELIVERY TIME: 1 Day

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

None

ACKNOWLEDGEMENT:

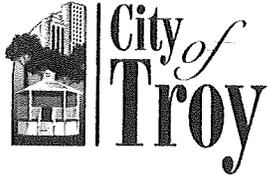
I, James Alward, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

*Ahern Contracting, Inc.
25875 New Forest Court
Chesterfield, MI 48051*

Equipment

*Hitachi Five Yard Loader
Doosan DX300 Excavator
Komatsu PC 200 Excavator
John Deere 650 G Dozer
New Holland 555 E Backhoe
Cat 277 Track Loader
New Holland 885LX Skid Loader
Kenworth Semi Truck
Kenworth Semi Truck
Truck and Trailer*



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

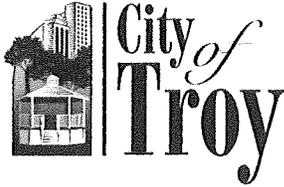
A **corporation** duly organized and doing business under the laws of the State of Michigan
for whom James Aleno, bearing the office title of President
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

James Ahern, being duly sworn deposed, says that he/she
(Print Full Name)

is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

Monica M. Ewing
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 17 day of February, 2016 in and for Tenawee
County.

My commission expires:
09-02-2022





**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Ahern Contracting, Inc.

Name of Agency/Company/Firm (Please Print)

James Ahern - President

Name and title of authorized representative (Please Print)

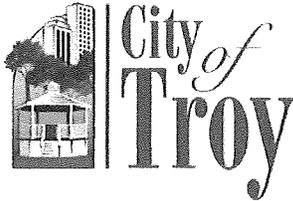
[Handwritten Signature]

Signature of authorized representative

2/17/16

Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Aheno Contracting, Inc.
Street Address	25875 New Forest Court
City	Chesterfield
State, Zip	MI, 48051
Corporate I.D. Number/State	38-3490735
Taxpayer I.D. #	38-3490735

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

James Aheno

Witness Signature:

Printed Name of Witness:

Monica M. Ewing

The undersigned proposes to haul and dispose of dirt and debris from the City of Troy Department of Public Works Facility located at 4693 Rochester Road, Troy, Michigan in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: DALE'S DISPOSAL INC.

DESCRIPTION OF DEBRIS:

Line Item	EST QTY (Tons)	Description	Unit Price
1.	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$ N/B /ton
2.	1,000	Broken asphalt possibly mixed with fill dirt.	\$ N/B /ton
3.	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$ N/B /ton
4.	1,500	Catch basin sludge and street sweepings.	\$ 17.95 /ton

OTHER LAWS AND REGULATIONS TO BE OBSERVED:

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor, it's employees or any subcontractors.

PERMITS AND TESTING:

The Contractor shall be responsible for all DEQ and Disposal Site permits and testing's required to dispose of sludge and street sweepings. The Contractor is also responsible for any fees, costing for testing of materials, getting manifest, etc. Pricing shall include all these costs.

SCHEDULING:

The contractor must be capable of providing service **within forty eight (48) hours of receiving telephone notice for all items #1 – #4. Providing service includes scheduling the service AND completing the pick-up within forty eight (48) hours.**

Loading hours are Monday through Friday, 7:30 A.M. to 3:00 P.M. with the exception of the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

SCHEDULING PENALTY:

The contractor must be capable of and adhere to the specified scheduling timeframes for loading and removal. If the Contractor does not respond by **scheduling AND completing the requested pick-up within the 48 hour timeframe;** there will be a 10% deduction penalty. The 10% deduction will automatically be deducted at time of payment.

Our company can meet the disposal schedule.

Our company cannot meet the disposal schedule but offers:

CONTACT INFORMATION:

Hours of Operation: 7a - 6p M-F
24 Hour Phone Number: (586) 778-1919
Tax ID: 20-8191810

EQUIPMENT LIST:

- A) Bidder shall attach a list describing the equipment to be utilized (capacity, number of units available, etc.) Please mark the list "Attachment A" if not using the "Attachment A" sheet attached (Bid Proposal, Page 8).
- B) Contractors dump boxes must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete.

IMPORTANT:

Due to the City's limited storage capacity, it is imperative that the contractor is capable of providing scheduling the pick-up AND completing the pick-up **within forty-eight (48) hours** of receiving telephone notice to **haul and dispose of all items #1 - #4**. Note, a typical service request will consist of approximately 100 tons of material.

HAULING CAPABILITIES:

The contractor must be able to haul a minimum of forty (40) yards of debris per load and haul at least ten (10) loads per day. The City reserves the right to suspend this requirement if awarded on a split basis.

BILLING:

Billing shall be on a monthly basis; invoices will refer back to each weight receipt provided by the Contractor. At the time of billing the hauler will provide all Type II landfill receipts as part of the billing package, where applicable.

QUANTITIES:

While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids.

LOADING:

- A) The City of Troy's D.P.W. staff shall not be held responsible for any damage to dump boxes as a result of normal loading activities. However, damage caused by City workers due to negligence will be the responsibility of the City.
- B) While the City's staff will load the contractor's trailers, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.
- C) After loading, the trailers shall be weighed at the City's certified scale (located at the D.P.W. facility) or another location designated by the contractor and approved by the City, and then provides the DPW Facility with a receipt indicating the weight of that load, and the type of debris being hauled.

HAULING CHARGES:

Charges shall include disposal costs, fees, cost for testing of material(s) including all DEQ and Disposable Site Permits and testing required to dispose of sludge and street sweepings. Charges must be bid as price/ton.

ESTIMATED QUANTITY:

Quantities stated are estimated and are NOT guaranteed. The estimated quantities will be used for award purposes only. The City of Troy will not be penalized if more or less hauling is needed.

SITE VISIT:

It is highly recommended that all bidders visit the site and inspect the materials to be disposed of. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his / her bid proposal. Appointments should be made with **Mike Sackner**, Division Supervisor at **(248) 885-1849**.

Our company made a site inspection on: CURRENT HOLE
Our company did not visit the site.

COMPANY NAME: Dales Disposal

ADDITIONAL INFORMATION:

For additional general information or questions about this bid proposal, please contact please contact Emily Frontera, Office Coordinator, at (248) 524-3373 between the hours of 8:00 AM and 4:30 PM, Monday through Friday or Email: E.Frontera@troymi.gov.

CURRENCY:

All figures are to be in U. S. Funds.

DOWN PAYMENTS AND PREPAYMENTS:

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to cost, professional competence, compliance with required laws and regulations, references, the equipment to be used to meet the specified hauling capabilities, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award the bid to the lowest responsible bidder(s) for each item or to combine items if deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City of Troy's best interest.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2017. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

DISPOSAL OF STREET SWEEPINGS AND CATCH BASIN MATERIAL:

Street Sweepings and Catch Basin Material received from the Department of Public Works are to be disposed of in accordance with current FEDERAL GUIDELINES. Bidders specifically are responsible for any fees, cost for testing of materials, getting manifest, etc. including DEQ and Disposal Site Permits and testing's required to dispose of sludge and street sweepings. Bid prices must include these costs.

The Street Sweepings and Catch Basin Material will be sent to:

Location RIVERVIEW LANDFILL

CHECK ONE:

- Is an approved site for Street Sweepings and Catch Basin Material.
The site's EPA Permit Number is: _____
- Is not an approved disposal site for Street Sweepings and Catch Basin Material.

COMPANY NAME: DAVES DISPOSAL

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: CITY OF FRASCO DPW
ADDRESS: 33000 Greenfield Frasco MI 48026
PHONE: (586) 293-3100 ext 126 CONTACT BRENDO YEN FERGUSON
EMAIL: _____

COMPANY: CITY OF WARREN DPW
ADDRESS: 2250 1 CITY SQUARE WARREN MI 48093
PHONE: (586) 759-9270 CONTACT CAUS COCHRAN
EMAIL: _____

COMPANY: CITY OF STEELING HEIGHTS
ADDRESS: 40555 UTICA RD PO. 8009 ST HGTS 48311
PHONE: 586 446 2489 CONTACT JAMES BULLINGER
EMAIL: _____

Please check this box if this bid proposal is based on an all or none award – “One Lot Pricing” not to be broken up by item.

PURCHASE ORDER:

After the Troy City Council has approved the award and acceptable insurance certificates received, the successful bidder will be issued a purchase order from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications. A contract document will not be issued.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, the City of Troy designated representative will be solely responsible for determining acceptable performance levels. His / her decision will be deemed in the City of Troy's best interest and will be final.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

DEFAULTED VENDORS:

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: DAVES DISPOSAL

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements **SHALL** be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Dales Disposal

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. **The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Dales Disposal

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2017. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY DALES DISPOSAL

ADDRESS 31475 UFGA CITY FRASER STATE MI ZIP 48026

TELEPHONE NO. (586) 778-1919 FAX NO. (586) 415-8860

REPRESENTATIVE'S NAME ERIC MORSE

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____



TERMS NET 30 WARRANTY NONE

E-MAIL ERIC@DALESDISPOSAL.COM DELIVERY TIME: 24-48 HRS

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

NONE

ACKNOWLEDGEMENT:

I, ERIC MORSE, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____





Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of MICHIGAN
for whom ERIC MOORE, bearing the office title of RESIDENT
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A **partnership**, all members of which, with addresses, is:~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
-------	-------



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Dales Disposal Inc.

Name of Agency/Company/Firm (Please Print)

Eric Moase, President

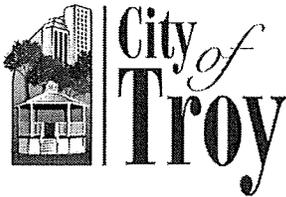
Name and title of authorized representative (Please Print)

Moase

Signature of authorized representative

Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	DALES DISPOSAL INC
Street Address	31475 UTICA RD
City	FRASER
State, Zip	MI 48026
Corporate I.D. Number/State	-
Taxpayer I.D. #	20-8191810

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

ERIC MORSE

Witness Signature: _____

Printed Name of Witness: _____

MICHAEL KRAWSKI



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

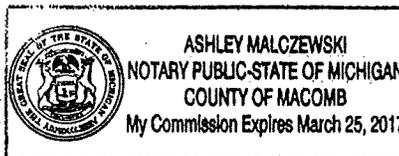
ERIC J MORSE being duly sworn deposed, says that he/she
(Print Full Name)

is PRESIDENT. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Eric J. Morse

SIGNATURE OF PERSON SUBMITTING BID



Ashley M. Malczewski

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 16th day of February, 2016 in and for Macomb
County.

My commission expires:

March 25th 2017