



City of Mount Clemens

*One Crocker Boulevard
Mount Clemens, Michigan 48043*

INVITATION TO BID

BID #051101

The City of Mount Clemens is accepting sealed bids for **PRINTED FORMS** until **TUESDAY, JUNE 7, 2011, at 9 a.m.** at the Purchasing Department, One Crocker Boulevard, Mount Clemens, Michigan 48043. Bids will be publicly opened and read aloud. Specifications are attached.

The City of Mount Clemens is now part of an organization called Michigan Inter-governmental Trade Network (MITN), a group of agencies that joined forces to create a Regional Bid Notification System to notify companies of new bid opportunities partnering with IPT (Interactive Procurement Technologies) by BidNet. All bids, quotations and proposals are now being posted online. All vendors are encouraged to visit www.mitn.info in order to register their company and gain access to new bids and proposals. By selecting automatic bid notification, your company will receive e-mails anytime the City (and all other participating agencies) has a bid opportunity that matches your company's business. If you do not have internet access, please call 1-800-677-1997, extension 214 and speak to a representative at Bid-Net.

Terese G. Lucci
Purchasing Assistant

586-469-6818 x 319
586-469-7014 (fax)
tlucci@cityofmountclemens.com

Equal Opportunity Employer

GENERAL CONDITIONS

All information requested of the vendor shall be entered in the appropriate space on the appropriate form including referenced, release of liability waiver, non-collusive affidavit, etc. Failure to do so may disqualify your offer.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

Time of delivery may be a consideration in the award.

Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimated and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

It is understood and agreed that all bids are **F.O.B. DESTINATION with the shipping costs or any other related costs figured in your bid.** All bid prices shall remain in effect for at least ninety (90) days for the purpose of reviewing prior to awarding. If you are bidding for estimated annual requirements, your bid pricing shall remain in effect for one year from the date of the award by City Commission. Bid prices submitted by the successful bidder for longer term contracts shall remain in effect for the length of the contract.

There will be no minimum quantities for each purchase by the City. Your bid may be rejected if minimum quantities are required.

All shipments are inside delivery unless otherwise indicated.

Invoices will be paid on a Net 30 basis from date of invoice.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic, faxed bids or telephone bids will be accepted.

A certificate of insurance showing (1) adequate coverage for Public Liability, Property Damage, and Worker's Compensation, and (2) showing the City of Mount Clemens as an additional named insured on your policy with yours as primary coverage is required before any work can begin. An Accord Form must be submitted by the vendor's insurance agent. Please see attached *insurance requirements* for all service matters.

All bids submitted for consideration must be in a sealed envelope as follows:

- Name of item to be bid.
- Sealed Bid number.
- Closing date and time.
- Unless otherwise stipulated, one copy of bid is sufficient.

All bids, regardless of method used for delivery, are to be delivered to the following address:

City of Mount Clemens
Purchasing Department
One Crocker Boulevard
Mount Clemens, Michigan 48043

If the bid is to be express mailed, "Bid Documents Enclosed" must be clearly marked on the package.

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline.

The City of Mount Clemens reserves the right to postpone the bid opening.

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated as "no substitutes". Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. When brand or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. When bidding alternate, please enclose a brochure on what you are bidding.

Where applicable, please indicate warranty information on bid form.

Samples of articles, when required, shall be furnished free of cost, of any sort, to the City of Mount Clemens. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

The City of Mount Clemens is tax exempt. Do not include taxes in your bid.

The City reserves the right: (1) To award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) To reject any or all bids, or any part thereof, (3) To waive any irregularity, informalities or errors in the bidding process (4) To accept the bid that is in the best interest of the City, including bids that are not for the lowest amount.

If you would like to submit a statement of “no bid,” please submit it in the same format as you would submit a bid.

Where applicable, permits must be pulled and all city and state regulations must be in compliance.

Attention is called to the fact that the vendor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, in accordance with Executive Order 11246 Equal Employment Opportunity.

Please include at least three references with your bid in the spaces provided on attached sheets.

ALL BIDS MUST INCLUDE MATERIAL SAFETY DATA SHEETS FOR MATERIALS AS REQUIRED BY M.I.O.S.H.A (where applicable).

CHECKLIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (Refer to bid documents.)
- _____ If required, have you entered a unit price for each bid item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (Unit price or lump sum priced in words governs.)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the envelope containing your bid properly identified “sealed bid”, and does it contain the correct project name and bid opening date?
- _____ Will your bid arrive on time? Late bids will **not** be considered. Bids must be received by the Purchasing Department on the date and time specified.
- _____ Are any bonds, if required, included in your bid package?
- _____ Unless otherwise specified, please enclose one original of bid in bid package.
- _____ We have checked the MITN site for any addendum.

CITY OF MOUNT CLEMENS

BID NUMBER: 051101 DUE: JUNE 7, 2011

NOMINAL SPECIFICATION FOR: PRINTED FORMS

INTENT:

It is the intent of the City of Mount Clemens to receive bids for our estimated annual requirement of printed forms. The quantities given are a representative sample for bidding purposes only, and should not be construed as complete and accurate. Supplies will be ordered on an as-needed basis. The length of this contract will be 2-years with a 30-day written cancellation clause by either party.

SAMPLES:

Samples and detailed descriptions of all printing are on file in the Office of Purchasing, where any interested person may examine them. There are no additional samples for mailing but any information requested will be furnished. Paper specified will be manufacturer's brand names. Bidders proposing to furnish any other stock must submit samples for testing purposes and have approval from the Purchasing Department that the stock proposed is acceptable before proceeding with any contract award.

Unless stated as "Exact Reprint", the PROOFS OF ALL PRINTING MUST BE SUBMITTED to the Purchasing Department. Copy will be furnished with purchase order unless otherwise specified. All corrections and necessary changes in proof are to be made without charge. Said proofs must be approved before the work is finished.

DELIVERY DATES:

Delivery dates when stated as "30-60-or 90" days or a specific date shall mean calendar days, and shall normally begin with receipt of copy. When purchase order date is used as criteria for job start date for a specified delivery time, an allowance of 10 days from the date of the order is applicable. The penalty for late deliveries or poor workmanship can result in the cancellation of the contract.

PRICING:

In submitting bid, all items quoted must indicate unit price and total extended in the correct column or bid may be rejected. The City of Mount Clemens will not pay for overruns.

PACKAGING:

All cartons for delivery of a single item are to be uniform in size and are to weigh no more than 50 lbs. All cartons are to be end labeled with the purchase order number and item name and quantity delivered. Unless otherwise specified in the item description, all printed matter shall be packaged so that they will not shift within their carton, be wrapped in draft paper or shrink wrapped in poly in appropriate sized quantities.

CITY OF MOUNT CLEMENS

BID NUMBER: 051101

DUE: JUNE 7, 2011

ITEM	DESCRIPTION	QUANTITY	COST/UNIT	TOTAL COST
#1	Annual Drinking Water Quality Report, 11" X 17", Printed, folded, and delivered to Sewage Plant.	9,000 each	\$	\$
#2	Condemned Notice, red Cardstock, laminated, 9-1/2" x 7-1/2"	500 each	\$	\$
#3	Plan review form, Sticker, 6 x 4"	500 each	\$	\$
#4	Approved/Not Approved Stickers, 2" x 4", Fluorescent	500 each	\$	\$
#5	Inspection form, 2-part, NCR, white with cardstock, back adhesive at top, 5-1/2" x 8-1/2"	2,000 each	\$	\$
#6	Taxi License, Sticker, numbered, blue With white letters and Black numbers, 1-3/4" x 2-3/4", weatherproof stock.	50 each	\$	\$
#7	Coin Operated Vending Machine License, blue Sticker, numbered, With white letters and Black numbers, 1-3/4" x 2-3/4".	150 each	\$	\$
#8	Waste Hauler Permit, Sticker, numbered, blue With white letters and Black numbers, 1-3/4" x 2-3/4", laminated.	50 each	\$	\$
#9	Music/Mechanical Amusement Device License, Sticker, numbered, blue With white letters and Black numbers, 1-3/4" x 2-3/4".	150 each	\$	\$
#10	Folders Printed, letter Size, printed one side	100 each	\$	\$

ITEM	DESCRIPTION	QUANTITY	COST/EACH	TOTAL COST
#11	City Maps, 8-1/2 x 11", Blue ink, printed both Sided	1,000 each	\$	\$
#12	Parking Violation Envelopes, White with blue ink, self- Addressed with Back flap, printed, 6-5/8" x 3-5/8"	25,000 each	\$	\$
#13	Impounding Receipt, 3-part, NCR, black ink with red numbering, green/ white/cardstock, 8-1/2" x 5-1/2" with perforation	1,000 each	\$	\$
#14	Septic/Vactor Dumping Coupons, with logo, 8.5"x3" White with blue ink, Padded, books of 10	1,000 each	\$	\$
#15	Source Information Sheets With logo, 8.5" x 7.5" White with blue ink, Padded, books of 50	2,500 each	\$	\$

CITY OF MOUNT CLEMENS

BID FORM

BID # _____ **BID ITEM** _____

TOTAL COST: \$ _____
(INCLUDING ALL SHIPPING CHARGES)

TOTAL COST IN WORDS: _____

MANUFACTURER: _____

WARRANTY INFORMATION: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE #: (____) _____

FAX #: (____) _____

CELL #: (____) _____

TERMS: _____

DELIVERY TIME INVOLVED: _____

E-MAIL ADDRESS: _____

WEBSITE: _____

REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

REMARKS: _____

HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor/subcontractor expressly agrees to indemnify and hold the City of Mount Clemens, its elected and appointed officials, employees and volunteers and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor/subcontractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor/subcontractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor/subcontractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor/subcontractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs attorneys' fees and settlement expenses which may be incurred therein. Contractor/subcontractor further expressly agrees that this Hold Harmless and Indemnity Agreement is controlling over and supersedes any and all inconsistent terms and/or provisions that may be contained in any of the other documents comprising this contract.

PLEASE PRINT:

CONTRACTOR/SUBCONTRACTOR'S NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

CONTRACTOR/SUBCONTRACTOR'S ADDRESS: _____

TELEPHONE NUMBER: (____) _____

WITNESS: _____

DATE: _____

REFERENCES

1. COMPANY OR CITY: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

2. COMPANY OR CITY: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

3. COMPANY OR CITY: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

BIDDER'S SIGNATURE _____ DATE _____

COMPANY _____

LEGAL STATUS OF BIDDER:

Bidder shall fill out the appropriate section and strike out the other three:

A CORPORATION

State in which incorporated: _____

Date of incorporation: _____

Names of persons signing Proposal: _____

Titles of persons signing Proposal: _____

Addresses of signer(s): _____

LIMITED LIABILITY COMPANY

State in which organized: _____

Date of organization: _____

Name of persons signing Proposal: _____

Titles of persons signing Proposal: _____

Addresses of signer(s): _____

PARTNERSHIP

Names of Partners

Addresses

AN INDIVIDUAL

Official Name

Assumed Name, if applicable and where registered.

THIS AFFIDAVIT SHALL BE SUBMITTED WITH
AND MADE A PART OF EACH AND EVERY BID
PROPOSAL TO THE CITY OF MOUNT CLEMENS

NON-COLLUSIVE AFFIDAVIT

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

_____, BEING DULY SWORN, deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

SIGNATURE OF BIDDER

PRINTED NAME

TITLE

Subscribed and sworn to before me this ____ day of _____, 20____, a notary public in and for said county.

_____, Notary Public
Macomb County, Michigan
My Commission Expires: _____

INSURANCE REQUIREMENTS

The contractor/subcontractor shall not commence work under this contract until he has obtained the insurance required within this contract. All insurance coverage shall be with issuance carriers acceptable to the City of Mount Clemens. If any insurance is written with a deductible or self-insured retention, the contractor/subcontractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the contractor/subcontractor's indemnification of the City of Mount Clemens. The contractor/subcontractor is responsible to meet all MIOSHA requirements for on-the-job safety. The contractor/subcontractor and his subcontractor/subcontractor shall procure and maintain during the life of this contract for the following coverage:

- a. Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.
- b. Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$1,000,000.00 (as stated above level of hazard) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- c. Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage with limits of liability not less than \$500,000.00 per occurrence combined single limit bodily injury and property damage for all vehicles used in the performance of the contract. The City reserves the right to require specific limits of coverage if the contract involves the use of a motor vehicle for other than transportation to the work site.
- d. Additional Insured. Commercial General Liability Insurance as described above shall include an endorsement stating the following shall be an additional insured: **"The City of Mount Clemens, including all elected and appointed officials and employees and all other individuals working on behalf of the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Mount Clemens."**
- e. Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Mount Clemens
Terese G. Lucci, Purchasing Assistant
One Crocker Boulevard
Mount Clemens, MI 48043
- f. Professional Liability, where applicable.