

Purchasing Division
Office of the Controller
29500 Van Dyke Avenue
Warren, Michigan 48093

Ronald Guzi, Purchasing Agent
586-574-4636
Vincent Mikiel, Buyer
586-574-4675

INVITATION TO BID

ITB-W-7030

September 10, 2004

SEALED BID PROPOSALS FOR **PARK GATE OPENING AND CLOSING SERVICE**, FOR THE CITY OF WARREN ARE BEING ACCEPTED.

SEALED BIDS MUST BE DELIVERED TO THE DIVISION OF PURCHASING, CITY OF WARREN, 29500 VAN DYKE, WARREN, MI 48093, ON OR BEFORE 12:30 PM, WEDNESDAY, SEPTEMBER 22, 2004 BIDS RECEIVED AFTER 12:30 PM OF THE DATE THEY ARE DUE WILL NOT BE ACCEPTED OR WILL BE MARKED LATE, AND RETAINED UNOPENED.

BIDS WILL BE TRANSPORTED OVER TO THE CITY COUNCIL CHAMBERS, AUDITORIUM, WARREN COMMUNITY CENTER, 5460 ARDEN, WARREN, MI, AFTER THE PURCHASING DEPARTMENT HAS REGISTERED AND SORTED THE BIDS. THEY WILL BE OPENED AT 1:00 PM.

THIS INQUIRY IMPLIES NO OBLIGATION ON THE PART OF THE BUYER. UNLESS OTHERWISE SPECIFIED, THERE IS NO RESTRICTION ON THE NUMBER OF ITEMS THAT MAY BE ORDERED.

ADDENDA, CLARIFICATIONS AND CHANGES TO THE BID DOCUMENTS MUST BE OBTAINED ON LINE BY REGISTERING FOR THE MITN SYSTEM AS FOLLOWS: 1) GO TO **WWW.GOVBIDS.COM** SELECT THE MICHIGAN MITN SYSTEM (MITN), 2) SELECT VENDOR REGISTRATION AT THE TOP OF THE PAGE, 3) REVIEW THE VENDOR REGISTRATION OPTIONS THAT ARE AVAILABLE TO VENDORS, AND THEN 4) SELECT VENDOR REGISTRATION AT THE BOTTOM OF THE PAGE TO REGISTER. BID TABULATIONS WILL BE POSTED ON MITN. **You should register for NIGP Code 99046 & 99067.**

ADDITIONAL INFORMATION REGARDING THIS BID OR ANY QUESTIONS CAN BE ANSWERED BY CONTACTING THE BUYER, VINCENT MIKIEL OF THE CITY OF WARREN PURCHASING DIVISION BY E-MAIL AT vmikiel@cityofwarren.org , *Subject: ITB-W-7030* OR BY TELEPHONE AT (586) 574-4639

Sincerely,

Ronald Guzi
Purchasing Agent

BID PROPOSAL:

The undersigned proposes **PARK GATE OPENING AND CLOSING SERVICE**, in accordance with the attached specifications requirements to be considered an integral part of this bid, at the following prices:

ITEM 1

DAILY OPENING AND CLOSING OF GATES AS PER THE ATTACHED SPECIFICATIONS FOR THE MONTHS OF NOVEMBER 1, 2004 THRU OCTOBER 30, 2005 (TOTAL FOR PARKS LISTED UNDER ITEM 1 ON THE FOLLOWING PAGE)

COMPLETE FOR THE SUM OF \$ _____ PER DAY

ITEM 2

DAILY OPENING AND CLOSING OF GATES AS PER THE ATTACHED SPECIFICATIONS FOR THE MONTHS OF APRIL 1, 2004 THRU OCTOBER 30, 2005 (TOTAL FOR PARKS LISTED UNDER ITEM 2 ON THE FOLLOWING PAGE)

COMPLETE FOR THE SUM OF \$ _____ PER DAY

ITEM 3

10 EACH (EST.) - ON REQUEST, SPECIAL OPENINGS OR CLOSINGS IN ADDITION TO THOSE SPECIFIED IN ITEM 1 ABOVE

COMPLETE FOR THE SUM OF \$ _____ PER TRIP

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

Signature of _____ DATE _____

Authorized Company Representative

(Print name of Signature) COMPANY NAME _____

ADDRESS CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

WARRANTY (If Applicable)

BID PAYMENT TERMS

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED INCLUDING SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE WITH THEIR SEALED BID.

SPECIFICATIONS

1. Park gates are to be opened daily year round by 7 AM.
2. Park gates are to be closed daily year round at dusk or by 10 PM which ever comes first.
3. Halmich Park during the softball season (May thru Oct.) the north gates only are to be closed by the security company. Weigand Park gates will be closed by the Parks & Recreation Dept. during the softball season (May thru Oct.) Monday thru Thursday only.
4. If lock is found defective or any problems with gates, contractor must contact John Grassi at (586) 258-2041 or cellular phone at (586) 201-1257 with 30 minutes of scheduled opening/closing..
5. Centers will have designated opening and closing times subject to activity schedules.

PARK	NO. OF GATES	LOCATION
ITEM 1 - YEAR ROUND SERVICE PARKS		
Austin Dannis Park	2	5200 Stephens Road - west of Mound North of 9 Mile Road
Bates Park	1	32601 Warkop - south of 14 Mile Road / East of Van Dyke
Busse Park	1	5002 Frazho - west of Mound
Groesbeck Park	1	22221 Memphis - south of 9 Mile Road
Halmich Park	6	3001 13 Mile Road
Hartsig Park	2	2701 Martin - west of Ryan
Licht Park	2	30100 Campbell - between Hoover & Lorraine south of 13 Mile Road
Ridgewood Center	2	13333 Racine
Shaw Park	1	22002 Warner - north of 8 Mile Road west of Ryan
Steinhauser Park	1	3101 Frazho - west of Ryan
Underwood Park	1	13700 Sidonie
Veterans Park (City Pool)	2	27400 Campbell
Weigand Park	2	8700 Toepfer - between Hoover & Van Dyke
Winters Park	1	13000 Andrews - West of Schoenherr north of Toepfer
ITEM 2 - APRIL THRU OCTOBER ONLY SERVICE PARKS		
Eckstein Park	1	31586 Davy, Between Chicago & 14 Mile Road East of Mound
Trombley Park	1	14775 Alvin North of 10 Mile Road East of Groesbeck

ESTIMATED QUANTITIES CLAUSE (Item 3)

There is no annual estimated usage. The quantities may increase or decrease subject to forces of nature and the City makes no representation as to guarantee of usage if any. The quantities although estimated on an annual basis.

Authorized signature for _____
Estimated Quantities Clause

AWARD CLAUSE:

The evaluation factors and award of the bids shall be based upon a combination of factors, including but not limited to bid price, adherence to specifications, references and any other factors that may be in the City of Warren's best interest. The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. Each item may be awarded separately unless otherwise indicated.

Authorized signature for _____
Award Clause

PRICE CLAUSE:

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful bidder whose bid prices will remain firm for the entire contract. There is an **option to extend** the contract for two (2) additional one year periods through **mutual consent of both parties**, within 60 days of contract termination.

Authorized signature for _____
Price Clause

REFERENCES:

Please list the municipalities/companies for which your company has provided similar products or services.

1. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

2. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

3. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

INSURANCE:

The awarded bidder will be required to provide the City with certificates of insurance naming the County of Macomb, City of Warren, City of Warren Municipal Building Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED: and providing the following coverage and limits. Sub-contractors utilized by the awarded bidder shall be subject to these same conditions:

COMMERCIAL GENERAL LIABILITY:

The following coverage are part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit ,Independent contractors coverage, Broad form property damage	
Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$500,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance (SEE SAMPLE CERTIFICATE).

() Can meet insurance as indicated.

() Cannot meet but offer the following: _____

INDEMNITY CLAUSE

To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of bodily injury or property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury: shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgements which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

Authorized signature for _____
Insurance and indemnity clause

GENERAL CONDITIONS

Bids and all information requested of the vendor shall be entered in the appropriate space on the enclosed "Request for Quotation" form and signature page. Failure to do so may disqualify your offer.

Bids must be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will **NOT** be accepted.

Submit bids with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER.**

An authorized officer or employee of the bidder shall sign all bids.

Vendor changes or alterations to the bid documents including the specification may result in the bid being considered non-responsive and/or the bidder being debarred. The only authorized vendor changes will be in the areas provided for the bidder's response including the "Exceptions" section of the bid proposal and on separate attached sheets provided by the vendor and clearly identified. If a change or alteration to the bid document is undetected, and the bidder is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract.

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

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

Time of delivery may be a consideration in the award.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect for at least 60 days unless otherwise specified.

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Sample of articles, when required, shall be furnished free of cost, of any sort, to the City of Warren. 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 the vendor's expense.

If vendor **supplies tangible products only** to the City of Warren, **taxes** should **not** be included in your bid as the City of Warren is tax exempt.

The City's normal payment terms are 30 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

IMPORTANT: All City of Warren purchases require a **MATERIAL SAFETY DATA SHEET** where applicable, in compliance with the "**MIOSHA "Right to know"**" law.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT.

CHECK LIST FOR BIDDERS

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

_____ Is your bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**

_____ If required, have you entered a unit price for each bid item?

_____ If requested, have you entered the unit price? (Unit Price governs)

_____ Is the envelope containing your bid properly identified that it is a sealed bid with Bid number and does it contain the correct project name and bid opening date?

_____ Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

STATEMENT OF "NO BID"

If you **DO NOT** intend to bid for one of the following reasons, please fax this form **IMMEDIATELY to 586-574-4614**

_____ Specifications are unclear (explain below).

_____ Specifications are geared toward one manufacturer or brand (explain below).

_____ The following additions/modifications are recommended for your specifications(explain below).

_____ Other _____

REMARKS: _____

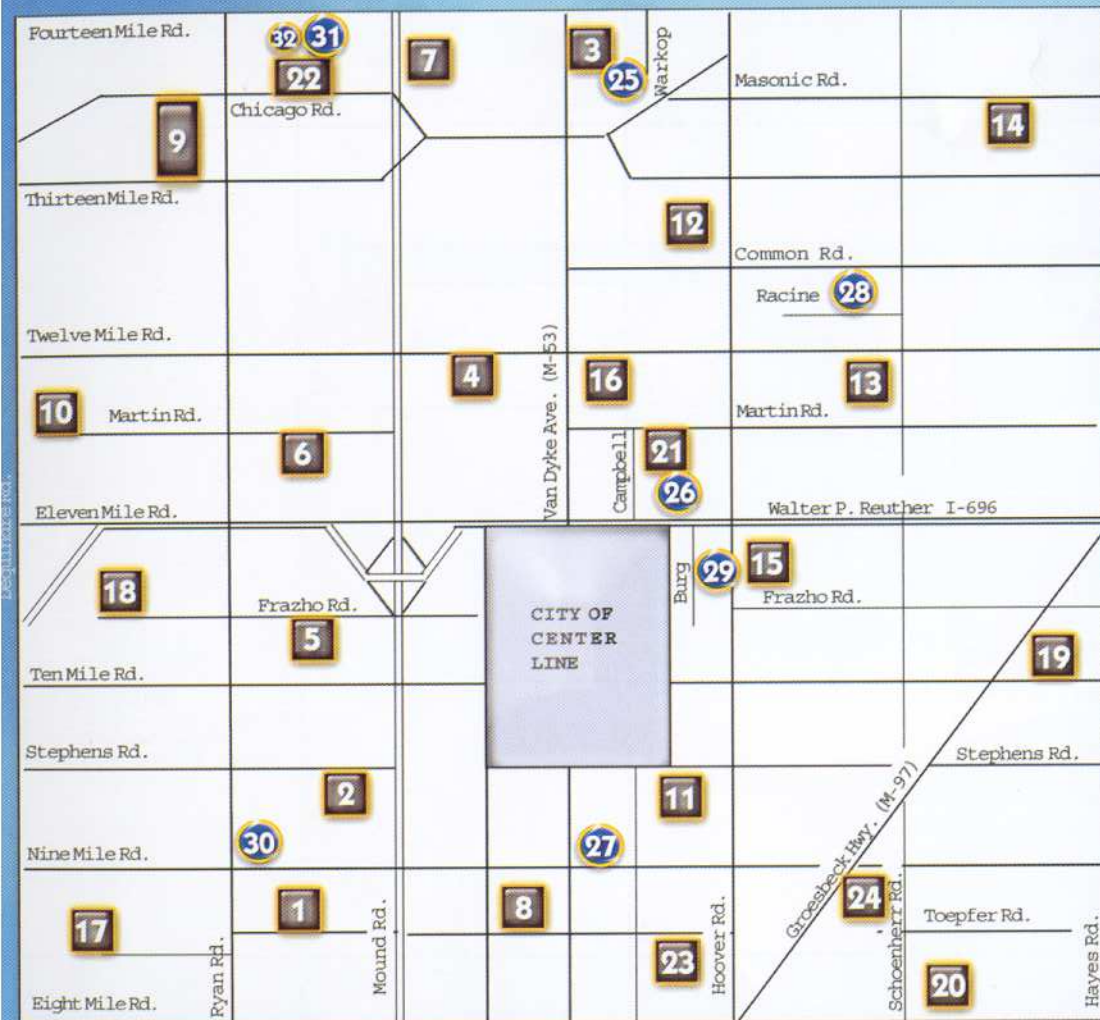
Signature _____ Name: _____ (please print)

Title _____ Company: _____

Phone _____ Fax _____
Apologize

FACILITIES LOCATION MAP

CITY OF WARREN MACOMB COUNTY MICHIGAN



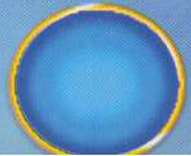
City Parks		Picnic Area	Picnic Shelter**	Capacity/Seating	Electricity	Restrooms	Play Equipment	Walking Path	Ball Fields	Soccer Fields	Volleyball	Basketball	Tennis Courts	Roller Hockey	Horseshoes	Special Features*
1.	Nicholas W. Altermatt	●					●	●								
2.	Austin Dannis	●	1	34	●	●	●		1	1	●	2		●	1	I
3.	Ted Bates	●					●	●	1		●	2		●	2	
4.	Louis J. Burdi	●	1	34	●	●	●			2				●		D
5.	Jeanne O. Busse	●	1	34	●	●	●			1			2		1	W
6.	Thomas L. Butcher	●	1	75	●	●	●		2		●		2		5	
7.	George P. Eckstein	●				●	●		2	1					1	
8.	Eugene B. Groesbeck	●	1	50	●	●	●	●	1			1				
9.	Norman J. Halmich	●	2	100/600	●	●	●	●	6	6	1	2	3		1	I
10.	Oscar Hartsig	●	1	75	●	●	●			2	2S				1	
11.	Jaycee	●	1	34	●	●	●	●			●			●	1	I
12.	Frank J. Licht	●	1	75	●	●	●	●							1	
13.	Clarence M. McGrath	●							1	1	●		2	1		
14.	Arthur J. Miller	●	1	75	●	●	●		1	1	●	2		●	1	I
15.	Grace Rentz	●														
16.	Leo G. Rinke	●				●	●		2	1	●		2	1		
17.	William A. Shaw	●	1	75	●	●	●		2	1	●		2	●	1	
18.	Clarence J. Steinhauser	●				●	●	●	1					●	1	
19.	Joseph W. Trombley	●							1			1			1	
20.	Orba A. Underwood	●	1	34	●	●	●	●	1	1					1	
21.	Veterans Memorial	●	2	36/75	●	●	●	●			2S				3	P/I
22.	Warren Community Park	●	2	34	●	●	●	●				2		1		B/P
23.	Frank Wiegand	●	1	150	●	●	●	●	3						1	
24.	Anthony F. Winters	●	1	48	●	●	●	●	1							

** Rentals available. Call any Parks and Recreation center for information.

Special Features Key		
W = Natural Wildflower Meadow	P = Pool	D = Dog Park
B = Bocce Courts	I = Natural Ice Rink (weather perm.)	



PARKS



OFFICE & RECREATION FACILITIES

- | | | |
|--|--|--|
| 25. Maintenance & Forestry Garage
32601 Warkop
(586) 268-8404 Fax 268-8408 | 28. Ridgewood Recreation Center
13333 Racine
(586) 751-8080 Fax 751-7758 | 31. Warren Community Center -
Administration Offices,
Sports Department,
Aquatic & Fitness Center
5460 Arden,
(586) 268-8400 Fax 258-2006 |
| 26. Warren City Pool
27400 Campbell
(586) 754-1570 | 29. Stillwell Manor
26600 Burg
(586) 758-1300 | 32. Transportation Office
5440 Arden
(586) 268-0551 Fax 268-0606 |
| 27. Owen Jax Recreation Center
8207 E. Nine Mile
(586) 757-7570 Fax 757-0608 | 30. Fitzgerald Recreation Center
4355 E. Nine Mile
(586) 759-0920 Fax 759-4342 | |

Our Newest Centers: