

**Michigan Sugar Company Invitation to Bid:
Bay City In-Plant Transfer**

Project Description

Michigan Sugar Company (“MSC”) is soliciting bids for the 2020 and 2021 campaign seasons in-plant transfer of piled sugarbeets to the Bay City factory hopper for processing.

Bid or Proposal Due Date

Friday, July 3, 2020

Project Locations

- 2600 South Euclid Avenue, Bay City, MI 48706

Project Specifications

1. The Contract will be awarded for the 2020 and 2021 MSC campaign seasons. A campaign season is estimated to run from August through mid-April.
2. Payment to the Contractor for beets stored in piles will be paid on a total of the Gross Tons from the MSC Piler Report.
 - a. Less 6% tonnage for natural shrinkage.
 - b. Less tonnage of cull or unprocessable beets.
 - c. Less tonnage of soil removed by a cart operation.
3. Additional payment to the Contractor for beets transferred on the slab will be negotiated upon MSC's selection of Contractor for this job is subject to MSC Agreement with Contractor as to the amount of each additional payment upon MSC's selection of Contractor per this Bid. Slab transfer is 24 hours per day for the entire campaign.
4. Contractor is responsible for maintaining a steady supply of sugarbeets in the factory wet hopper, so the plant does not run out or “starve” of its supply.
 - a. Factory slice rates are projected up to 10,080 ton per day or 420 ton per hour.
 - b. Contractor will need 1-3 trucks depending on where beets are located in the yard and the rate the factory is slicing.
5. Contractor must show evidence of safety mechanisms that prevent the truck from driving while the dump box is elevated in the air to prevent damage to powerlines.
6. Contractor will supply all labor and equipment necessary to transport the entire stored sugar beet crop at MSC's Bay City facility.
7. Project performance (in-plant transfer) will be at periods determined by MSC. Typical work hours include weekends and holidays as well as the need for In-Plant Transfer services 24 hours per day.
8. Any additional cost not specifically referenced in these Project Specifications and incurred during in-plant transfer shall be the responsibility of the Contractor, including, but not limited to, costs that are related to events, conditions, or occurrences during transfer, non-foreseeable problems that may arise during transfer, as well as consequential and incidental cost associated with accidents, mishaps, loss of beets, and clean-up of accidents.

BIDS MUST BE RETURNED BY JULY 3, 2020

9. Contractor will perform all work in a lawful and workmanlike manner and in accordance with these specifications.
10. Insurance. Contractor will be required to procure and maintain during the term of the Contract (a) Workers' Disability Compensation Insurance as required by the laws of the State of Michigan; (b) Automobile Liability Insurance covering owned, hired, and non-owned vehicles with a limit of not less than two million (\$2,000,000.00) per accident for bodily injury and property damage; and (c) commercial general liability insurance and occurrence basis, including products and completed operations, property damage, and bodily injury with limits of no less than two million (\$2,000,000.00) per occurrence. Contractors shall assure that MSC, its officers, officials, and employees are covered as additional insureds under the policies of insurance Contractor procures in order to meet the obligations under the Contract. Contractor shall also share that such insurance policies contain appropriate endorsement providing coverage to Contractor and for the benefit of MSC of Contractors' indemnity obligation set forth in these specifications. Contractors' insurance coverage shall be primary.
11. Indemnity. Contractor will defend, indemnify and hold harmless MSC and its employees from and against any and all claims, damages, loss and expense arising out of Contractors' performance of the Contract. The obligation shall survive the termination of the Contract.
12. Independent Contractor Relationship. Contractor is and shall be in the performance of all work, services, and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of MSC. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the Contractors sole direction, supervision, and control as otherwise set forth in the Contract. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractors' relationship, and the relationship of its employees, to MSC shall be that of an independent Contractor.
13. Termination. MSC reserves the right, in its sole discretion, to terminate the Contractors services, with or without written notice.

Notice to Bidder

Each bid or proposal will be submitted with the understanding that acceptance in writing by MSC of the offeror to furnish the service and equipment described therein shall constitute a Contract between the successful bidder or offeror and MSC, which shall bind the bidder or offeror to furnish and deliver the services and equipment at the bid and proposal prices in accordance with the bid specifications, general conditions and general requirements of the proposal specification as set forth below or subsequently added or made a part thereof by MSC.

Conditional bids or proposals, or those which take exception to the specifications, will be considered non-responsive and may be rejected unless a specific approval from MSC is requested in writing by the bidder or offeror at least three (3) business days prior to bid or proposal due date.

All other eligible bidders or offerors are to be notified of any approved exceptions to the specifications. MSC reserves the right to accept any bids or proposals, or to reject any and all bids or proposals or postpone bid or proposal due date or to Contract on such basis as MSC deems to be in its best interests.

BIDS MUST BE RETURNED BY JULY 3, 2020

Michigan Sugar Company, by written notification to Contractor, may make minor changes to the Contract terms. Minor changes are defined as modifications which do not substantially alter the scope, nature, or price of the specified goods or services. Such changes typically include, but are not limited to: place of delivery, method of loading or shipment, and administration of the Contract. Contractors shall not amend provision of the Contract without written notification to Michigan Sugar Company and written acceptance from Michigan Sugar Company. The understanding set forth in this paragraph shall become part of the Contract.

BIDS MUST BE RETURNED BY JULY 3, 2020

Contractor Information

Company

Owner Name

Address

City, State Zip

Preferred Phone

Email

Project Bid: In-plant transfer of piled sugar beets to factory hopper.

Bid:

Total (\$/Ton)

Company Authorization

Company

Signature

Date



BIDS MUST BE RETURNED BY JULY 3, 2020