

**Michigan Sugar Company Invitation to Bid:
Deckerville and Sandusky Transfer**

Project Description

Michigan Sugar Company (“MSC”) is soliciting bids for the 2020 and 2021 campaign seasons for sugarbeet loading, transfer, and tube removal at the Deckerville and Sandusky piling grounds.

Bid or Proposal Due Date

Friday, July 3, 2020

Project Locations

- Deckerville - 2140 Stoutenburg Street, Deckerville, MI 48427
- Sandusky - 1310 East Sanilac Road, Sandusky, MI 48471

Project Specifications

1. The Contract will be awarded for the 2020 and 2021 MSC campaign seasons. Sugarbeet loading and transfer typically lasts between November and April. Tube Removal typically begins in mid-February along with loading and transfer.
2. Payment to the Contractor will be paid on a total of the tons loaded, transferred, and weighed in at the load destination scale.
3. Contractor is responsible for loading and transferring the tonnage as designated by MSC.
 - a. Daily tonnage loaded and transferred can range from 1,500 ton per day to 6,000 ton per day.
 - b. Contractor loads beets from specific piling ground and pile determined by MSC.
4. Contractor is responsible for any and all tasks related to loading and transferring sugarbeets as well as removing tubes including:
 - a. Cleaning any stray sugarbeets that are left in the vent tubes, around the ventilation fan structure (“plenum”), and in the vented beet field.
 - b. Moving the plenums back to their original state as necessary
 - c. Daily documentation of the number of tubes removed and the quantity of tubes damaged.
 - d. Stacking the tubes in neat organized piles with damaged tubes in separate piles. Piles should be organized by length and size of tube.
 - e. Contractor will use a two-person crew to remove tubes. A heavy loader to load trucks and an additional machine with fork attachments to move the tubes without damaging them.
5. Contractor is responsible to pay for the cost to replace or repair any tube that is damaged. MSC will determine the conditions of the tubes as they are being pulled from the piles.
6. Contractor will supply all labor and equipment necessary to load and transfer sugarbeets from MSC's Deckerville and Sandusky piling grounds as well as remove all the ventilation tubes at MSC's Sandusky piling ground.
7. Project performance (loading, transfer, and tube removal) will begin at time periods determined by MSC. Typical work hours may include weekends and holidays up to 24 hours

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a day. Tube removal begins typically in the last 30-60 days of campaign and the schedule usually runs 6-7 days per week up to 24 hours per day.

8. Any additional cost not specifically referenced in these Project Specifications and incurred during sugarbeet loading, transfer, and tube removal 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
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.

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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.

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.

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Contractor Information

Company

Owner Name

Address

City, State Zip

Preferred Phone

Email

Project Bid: Loading and Transfer from piling ground.

Deckerville to Croswell

Total (\$/Ton)

Sandusky to Croswell

Total (\$/Ton)

Project Bid 2: Additional rate for tube removal at Sandusky.

Tube Removal

Total (\$/Ton)

[Company Authorization

Company

Signature

Date



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