



DATE: APRIL 19, 2018

REQUEST FOR SEALED BID PROPOSAL

CITY OF SAGINAW- PURCHASING OFFICE
RM #105, CITY HALL
1315 S. WASHINGTON AVENUE
SAGINAW, MICHIGAN 48601
(989) 759-1483

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BIDS DUE: MAY 1, 2018 @ 3:00 PM

MARK ENVELOPE SEALED BID: #P1561-19

THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR PORTLAND CEMENT WITH SPECIFICATIONS AS FOLLOWS: BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE, 1315 S. WASHINGTON AVE., SAGINAW, MI 48601, RM #105, PRIOR TO 3:00pm ON THE BID OPENING DATE. (UNLESS OTHERWISE STATED THIS IS AN "ALL OR NONE" BID).

The Purchasing Office now closes at 4:00pm daily. As such, bids hand-delivered prior to the above mentioned deadline must be received before the office closes.

NOTE: "All or None" means bidders are required to submit pricing for all years and/or all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit.

NOTE: WE DO NOT ACCEPT SEALED BIDS VIA FAX OR EMAIL. A hard copy of this document is available on the City of Saginaw web site, www.saginaw-mi.com. (CLICK ON "Look Up A Bid") You can also refer to this site for information on our future bid requirements as well as bid results.

NOTE: Substitutions and Alternates: If a document is issued with the language "No Substitutions, then none will be considered. If a document does not include this language the respective bidder can include a substitution and/or alternate of which the City reserves the right to determine equivalent.

BID RESULTS: A bid tabulation sheet showing the initial results will be posted on our website within 48 hours of the bid opening date. Once the respective department reviews the bids they will make a recommendation on who our City Council should award the bid to. At that time the recommendation will also be posted on the tabulation sheet as a secondary notice.

If you receive a bid copy from our web site, and have never conducted business with us you can also complete a copy of our "Vendor Compliance Form" and return it to us or contact our Purchasing Office so you can be formally added to the respective bidders list for that good or service. (989) 759-1430.

ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL COST
1)	700 Bags	TYPE I PORTLAND CEMENT 94 lb. per Bag, Shipped on Pallets	\$ _____	\$ _____
2)	1 Each	Shipping/Freight Charge		\$ _____
TOTAL PURCHASE COST				\$ _____

NOTE: It is our intent to take delivery of this shipment in two (2) even shipments on an as needed basis through 6/30/2019.

CHECK LIST: BEFORE SUBMITTING YOUR BID

- | | <u>YES</u> |
|--|------------|
| 1. Before the bid due date, check our web-site bid copy to make sure there are no description, quantity or Addendums changes. (Go to www.saginaw-mi.com , click on "Look Up a Bid"). | _____ |
| 2. Assuming they are permitted, if you're submitting an alternate(s) bid the pricing must be clearly listed and the page labeled "ALTERNATE". All support information should also be attached and labeled Alternate #1, #2, #3, etc. | _____ |
| 3. Is your bid signed (<u>IN BOTH PLACES</u>) by an authorized representative of your company? | _____ |
| 4. Have you provided the Terms & Delivery information requested? | _____ |
| 5. Is the <u>OUTSIDE</u> of your FEDEX, UPS OR REGULAR ENVELOPE properly labeled with the bid number? | _____ |
| 6. Are you submitting your original bid plus <u>ONE (1) COPY as required?</u> | _____ |
| 7. If your bid is over \$100,000.00 do you have a Bid Bond, Certified Bank Check or Money Order enclosed? | _____ |
| a. Multiple year bids must be added together to get your total. | |
| b. If submitting an alternate proposal along with your original bid, only one (1) of the above mentioned items is required. | |

NOTE: An **original** Bid Bond, Certified Check, Bank Money Order or Cashier's Check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of \$100,000. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**

PAYMENT TERMS: _____, DELIVERY LEAD TIME: _____

FOB: CITY OF SAGINAW
1701 S. JEFFERSON AVE.
SAGINAW, MI 48601

The City reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the sealed bid instructions.

As part of the consideration for this bid, the undersigned does hereby agree to have withheld from any payment due them, any amounts owed for taxes, fees or other charges due the City of Saginaw.

Per Section 14 of The City of Saginaw Uniform Income Tax Ordinance, the tax percentage is 1.5% on income earned from the City. The tax shall apply on the taxable net profits of a corporation doing business with the City, being levied on such part of the taxable net profits as is earned by the corporation as a result of work done, services rendered and other business activities conducted with the City, as determined in accordance with this Ordinance.

ADDITIONAL BIDDER REQUIREMENTS:

INDEMNITY AND INSURANCE REQUIREMENTS

INDEMNITY:

The Contractor shall indemnify and save harmless the City of Saginaw, its officers and employees of and from all loss or damage caused to any person or property by reason of any carelessness or negligence in the doing or making of the work specified herein, and by reason of failure to pay all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said contract, and to promptly pay all just debts, dues and demands incurred in the completion of this contract, or of whatsoever other kind or nature, which shall be caused by delay or failure in the performance and completion of this contract, and further to indemnify and save harmless of and from all suits and actions the City of Saginaw, its officers and employees, on account of any injuries or damages sustained by any person or persons by reason of any act, or omission or negligence, or by the use of improper or defective material on the part of said Contractor in the performance of any part of this contract, and further to indemnify and protect any and all demands, fees or royalties for any patented invention, materials, articles, methods, arrangements or process of manufacture or any infringements thereon, that may be used on or be in any manner connected with the construction, erection or maintenance of the work, material, or any part thereof, embraced in this contract.

INSURANCE:

During the life of the contract, the Contractor shall effect and maintain the following types of insurance:

Comprehensive General Liability, including contractual liability with combined single-limit coverage of at least **\$500,000 naming the City of Saginaw as additional insured.**

Automobile Liability

Worker's Disability Insurance

Such insurance shall be carried by financially responsible companies, licensed in the State of Michigan, and satisfactory to the City. The Contractor shall submit to the City for review and approval certificates of insurance for the above required coverage's. The certificate of insurance shall provide at least 30-days written notice to the City of any changes in the policy and any cancellation or termination thereof.

§ 14.26 PREFERENCE FOR LOCAL BIDDERS

(A) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% but not more than \$5,000 of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.

(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% but not less than \$5,000 of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(C) If no responsive and responsible Saginaw-based businesses within 5% but not more than \$5,000 of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(D) In the event of a tie between two (2) or more Saginaw-based businesses, where all other factors are equal, the award of the bid shall be by coin toss conducted by the Purchasing Officer or his/her designee.

(E) No contract awarded pursuant to this ordinance shall be sublet in any manner that permits 50% or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Saginaw-based."

(F) The section shall not waive or constrain, in any manner, the right and prerogative of the City to reject any and all bids or proposals from any Saginaw-based business which fails to meet the requirements of any other section of this ordinance, or to reject a bid which is in any way incomplete, irregular, not responsive or not responsible.

BIDDER REQUIREMENTS:

1. Each proposal shall be good for 120 days from the bid opening date OR state how long your pricing is good for.
2. Each bidder shall include one (1) additional copy of your proposal "**MARKED COPY**".
3. Each bidders Envelope, FedEx Box/Letter, UPS Box/Letter or any other method of sealed delivery must have the bid number on the outside of the container. Unmarked bids may be inadvertently opened and will be disqualified. Additionally, unmarked bids may be subject to missed deadlines due to improper labeling.
4. All bids over \$100,000.00 must include a bid bond, certified bank check or money order. If agreement is for multiple years, each year should be added for your total. (See "Sealed Bid Instructions" page).
5. ALL OR NONE DEFINED: "**All or None**" means bidders are required to submit pricing for all years and all items requested. **Any proposal received that does not meet this requirement will be disqualified.** If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit.

6. Each City of Saginaw Department shall be viewed as a separate account (not a blanket account) with the respective successful bidder(s).
7. When a brand is identified, or when a specific method or process is requested, you may quote an equal. You must identify the brand, model, part number, etc., method or process and enclose literature verifying equal (when applicable). City personnel retain the right to determine equals. If the item(s) states "No Substitutions", no substitutes will be accepted.
8. All shipping and handling charges and all cost associated with the delivery, installation and/or completion of the product or service requested must be included in your bid price, including but not limited to any Titles, Fees, and Transfer cost. All vehicles purchased by The City shall be titled to "City of Saginaw". Please consult with the Purchasing Office for Title and License Plate instructions. **Where applicable and unless otherwise noted, you bid pricing must remain constant for the length of the agreement and/or contact period.**
9. In the event the successful bidder uses a Third Party Company to provide the goods and/or services requested, the successful bidder must notify the Purchasing Office before said goods are shipped and/or services are provided. At that time the City reserves the right to accept or reject the use of a third party. The successful bidder shall be solely responsible for payment to the third party company.
10. The City of Saginaw at its sole discretion may choose to extend any agreement/contract for goods and/or services for a period of no more than two (2) one year extensions providing the bidder is willing to keep their pricing for said goods and/or services the same as the previous agreement/contract.
11. The items on this bid may be requested on an "As Needed Basis" based on the needs of the City.
12. Regarding addendums, the full addendum document and any other items noted as such must be returned and included with you sealed bid. .
13. All bids must be returned to the Purchasing Office at 1315 S. WASHINGTON, SAGINAW, MI 48601, by the previously stated due date. **PLEASE NOTE: THE PURCHASING OFFICE NOW CLOSSES AT 4:00 P.M. DAILY. AS SUCH, BIDS HAND- DELIVERED PRIOR TO THE ABOVE MENTIONED DEADLINE MUST BE RECEIVED BEFORE THE OFFICE CLOSSES.**
14. **IRAN ECONOMIC SANCTIONS ACT:** The act provides that Iran linked businesses are ineligible from submitting a bid on the City's requests for proposals. The Act further provides that the City shall require all bidders to certify that they are not Iran linked businesses.

Definition: Iran linked businesses are those linked to the Iranian energy sector. An Iran linked business is specifically defined as:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

The provisions of the Act are only in effect if a country is a state sponsor of terror. A state sponsor of terror is defined as any country determined by the United States secretary of state to have repeatedly provided support for acts of international terrorism. Iran is currently on the US SOS state sponsor of terrorism list (<http://www.state.gov/j/ct/list/c14151.htm>), along with Cuba, Sudan, and Syria.

By submitting a response to this request for proposal, the bidder agrees to the terms and conditions set forth herein. Any changes made to such terms and conditions by bidder in bidder's response may result, at the City's sole discretion, in the bidder's disqualification.

The successful bidder will conform to all specifications and requirements which are attached and incorporated as part of this bid. The City reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the sealed bid instructions. Additionally, (if applicable) we reserve the right to add or delete any items(s) and/or service from this bid to the best benefit of The City of Saginaw.

By signature, the bidder acknowledges that the signer has complete authority to execute the bid on behalf of the bidder and that the bid is genuine and not collusive in any manner; and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid; and that the bidder agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and that successful bidders are subject to mandatory City of Saginaw income tax withholdings.

COMPANY: _____
DATE: _____
SIGNATURE: **(INK)** _____
PRINTED NAME _____
TITLE: _____
ADDRESS: _____

TELEPHONE#: _____
FAX #: _____
EMAIL: _____

Michigan's Iran Economic Sanctions Act:

The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on the above page of this document. Further information on this act can be viewed at (<http://www.state.gov/j/ct/list/c14151.htm>).

(Signature)

(Printed Name)

(Title)

IF THIS BID PROPOSAL IS SELECTED AS THE LOWEST AND BEST OFFER, IT WILL BE ACCEPTED IN THE FOLLOWING MANNER:

- 1) THE CITY COUNCIL WILL APPROVE THIS BID PROPOSAL AT A REGULARLY SCHEDULED OR SPECIAL MEETING.**
- 2) THE CITY'S PURCHASING OFFICER WILL SIGN THIS BID PROPOSAL ON BEHALF OF THE CITY. THE BID PROPOSAL SHALL THEN CONSTITUTE A WRITTEN CONTRACT BETWEEN THE PARTIES.**
- 3) FOR ADMINISTRATIVE PURPOSES, THE CITY WILL ALSO ISSUE A SEQUENTIALLY NUMBERED PURCHASE ORDER.**

CITY OF SAGINAW, a Municipal Corporation

BY: _____ DATE: _____
(PURCHASING OFFICER)

1315 S. WASHINGTON
SAGINAW, MICHIGAN 48601
TELEPHONE: (989) 759-1430
FACSIMILE: (989) 759-1498

The Purchase Order/Contract cannot be increased over 10% of the total purchase order without the prior approval of City Council.

This offer is accepted by the issuance of a purchase order signed by The City Purchasing Officer for all or any portion of this bid and shall constitute a contract between the parties.

All invoices must be submitted within sixty (60) days from the time of delivery of goods or services or the completion of projects. Invoices must make reference to a valid purchase order number in order to be paid. All invoices that do not reference a valid purchase order number will be held for validation and/or returned to the original source.

**City of Saginaw, Michigan
Purchasing Division
(989) 759-1430**

SEALED BID INSTRUCTIONS

**SEALED BIDS MUST BE SUBMITTED ACCORDING TO THE FOLLOWING
INSTRUCTIONS OR YOUR BID WILL BE DISQUALIFIED**

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum (Form B02) is issued by the City, it must be signed, dated and returned with bid.
7. An **original** bid bond, certified check or cashier's check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of \$100,000. If agreement is for multiple years, each year should be added to get your total cost. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct and the bid will be recalculated to determine the amount bid. All addition errors will be corrected and the total bid will be adjusted to reflect the corrections.
10. All bids must be in the City Purchasing Office by the date and time specified on bid forms. The Purchasing Office is located at Saginaw City Hall in room #105.
11. **EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH "SEALED BID AND THE BID NUMBER" MARKED ON THE FRONT.**
12. Each bidder's envelope, FED EX box/letter, UPS box/letter or any other method of sealed delivery must have the bid number on the outside of the container.
UNMARKED BIDS WILL BE DISQUALIFIED.

NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL. Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

RIGHT OF CITY TO ACCEPT OR REJECT BIDS

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED ABOVE.

GENERAL INFORMATION

MAIL OR DELIVER ALL SEALED BIDS TO THE FOLLOWING ADDRESS BY THE DATE, TIME AND OFFICE HOUR DEADLINE SPECIFIED ON BID FORM:

**CITY OF SAGINAW PURCHASING OFFICE
ROOM #105
1315 S. WASHINGTON AVENUE
SAGINAW, MICHIGAN 48601**

NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL

Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

ALTERATION OF BID BY BIDDER

After bids have been opened, the bidder will not be allowed to withdraw, modify, or correct any bid.

EVIDENCE OF BIDDER'S QUALIFICATIONS

Bidders may be required to give some satisfactory evidence that they have been regularly engaged in the business or are reasonably familiar therewith, and that they are fully prepared with the necessary capital, materials, and machinery to complete the work or to furnish the materials contracted for to the satisfaction of the City.

FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS

Bidders are warned that they must inform themselves of the character and amount of work, labor, or material to be furnished under the contract.

CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED

The assignment or transfer of a contract or of interests in the contract are prohibited unless approved by the proper City department and City Council.

CITY INCOME TAX COMPLIANCE

Bidders are hereby notified that the City of Saginaw has an income tax. All successful bidders will be subject to income tax withholdings and compliance is mandatory.

WITHHOLDING FROM PAYMENTS

As part of the consideration for any bid/contract, all bidders agree to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.

CONTRACT COMPLIANCE ORDINANCE

The City of Saginaw has a Contract Compliance Ordinance which requires bidders to submit documentation furnished by the City indicating compliance with the Ordinance. Contract compliance forms must be sent to the City Purchasing Office; 1315 S. Washington Avenue; Saginaw, Michigan 48601. Forms may be obtained by calling (989) 759-1430.

INSTRUCTIONS AS PART OF CONTRACT

These instructions are to be construed with and made a part of the contract or purchase order.

NOTICE TO ALL BIDDERS

SEALED BID DOCUMENTS:

EFFECTIVE IMMEDIATELY: All interested bidders may obtain Sealed Bid Document Forms, proposal instructions, general specifications and Bid Results from the City of Saginaw internet Web Site (www.saginaw-mi.com) (GO TO "Look up a bid" and scroll down to the applicable document).

YOU CAN REFER TO THIS SITE FOR INFORMATION ON OUR FUTURE BID REQUIREMENTS AS WELL AS BID RESULTS. Companies who do not have access to the Internet may contact the Purchasing Office at (989) 759-1430 for bid document copies.

PLEASE MAKE NOTE OF THIS NEW FORMAT FOR RECEIVING OUR BID DOCUMENTS.