



## REQUEST FOR SEALED BID PROPOSAL

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

DATE: JULY 19, 2010  
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**BIDS DUE: JULY 27, 2010 @ 3:00 PM**

**MARK ENVELOPE SEALED BID: #P852 -10**

BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE PRIOR TO 3:00 P.M. ON THE BID OPENING 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.** The bidder hereby offers to furnish the goods and/or services described and for the prices named, as follows:

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**THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR VENDING SERVICES AT OUR CELEBRATION SKATE PARK LOCATION WITH SPECIFICATIONS AS FOLLOWS:**

**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](http://www.saginaw-mi.com). (CLICK ON "QUICK LINKS", THEN PURCHASING) YOU CAN REFER TO THIS SITE FOR INFORMATION ON OUR FUTURE BID REQUIREMENTS AND BID RESULTS.

IF YOU RECEIVE A BID COPY FROM OUR WEB SITE, 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. (989) 759-1430

**ALSO:** IT IS VERY IMPORTANT THAT YOU PROVIDE AN E-MAIL ADDRESS AS THIS IS HOW YOU WILL BE NOTIFIED OF FUTURE BID OPPORTUNITIES.

### **SITE VISIT:**

**WE STRONGLY SUGGEST YOU MAKE ARRANGEMENTS TO VISIT THE LOCATION SITE WHERE THE VENDING MACHINE'S WILL BE LOCATED. YOU MAY DO SO BY CONTACTING THE DEPARTMENT HEAD JEFF KLOPCIC AT (989) 759-1414.**

**GENERAL INFORMATION**

**A. Snack and Hot Beverage Vending Objective**

The City of Saginaw is soliciting sealed proposals based on the criteria stated in this bid document for the provision of snack and cold beverage sales through vending services with the following components:

1. The installation and maintenance of Contractor-owned and operated snack vending and hot and cold beverage machines in our Celebration Skate Board Park.

**B. Proposal requirements**

Proposers must be prepared to provide all sales and vending service components specified in this RFP if awarded the contract.

**C. Equipment History and proposed needs at the City of Saginaw Skate Board Park**

Since this Skate Park is new and the first of it's kind in Saginaw we have no history of sales and/or volume. Noted below is what we'd like you to bid on. You may also provide suggestions (based on your experience) on other items to sell that are not mentioned below. **Suggestions should be included with your bid and labeled as such.**

<b>Recreation Facility</b>	<b>Existing Machines</b>	<b>Proposed (minimum)</b>
Skate Board Park	NONE (new facility)	1 snack vending machine 1 ice cream vending machine 1 cold beverage machine 1 change machine

**\*\*PLEASE NOTE THESE MACHINES MUST BE "CAGE ENCLOSED" (OR EQUIVALENT) TO DISCOURAGE VANDALISM.\*\***

**D. Contract Administration**

Following the signing of a contract, the contract will be administered by and all communication concerning the contract must be directed to Jim Nichols, City of Saginaw Purchasing, 1315 S. Washington, Ave., Saginaw, MI 48601. (989) 759-1483, Fax (989) 759-1498, email "jnichols@saginaw-mi.com", unless directed otherwise.

If you have a standard form contract that you traditionally use please include a copy of it with your sealed bid.

The City of Saginaw will provide the selected contractor the exclusive right to supply all snack and cold beverage vending machine products from stationary machines at this location. During the term of the contract the contractor shall keep snack and cold beverage vending machines fully operational. During the term of the contract the contractor shall fully supply all products in a timely manner to keep all snack and cold beverage vending machines operating fully supplied with aspect to snacks, beverages, cups change and all other necessary supplies to allow the City of Saginaw and the contractor to maximize sales. **Because the machines will be located in an open public park we**

**damage from vandalism.**

Vending machines located within the park will be Contractor – owned. Contractors will be responsible for installation, stocking, maintenance and all repairs of the machines. Contractors will be responsible for all licenses required to market the stock within the machines.

As part of their proposal, contractors are to:

- a. Supply snack and cold beverage vending machines at the specified location.
- b. Supply a variety of options with regard to vending machines and snack and cold beverage items to sell in the vending machines. The variety and brand name of items to be sold shall be spelled out within the proposal. All contractors must identify as part of their proposal whether such brands are available as a result of related marketing, sale or concession agreements with distributors and/or producers.
- c. Supply options with regard to how machines will be stocked with item for sale, how machines will be stocked with change, and how cash will be collected from the machines.
- d. Supply information on how vandalism issues will be handled.
- e. Provide information on how equipment problems will be handled, including a repair/replace procedure and contact number(s).
- f. **Supply compensation rate to the City of Saginaw for vending machines sales. Compensation to the City of Saginaw for placement of the vending machines at the site identified shall be based on a percent of gross sales as a part of the Contractor's agreement. During the contract, the contractor shall provide a monthly gross receipt report of daily revenues at each location.**
- g. Provide state of the art equipment. This shall be interpreted as the latest model(s) available at the execution of the signed contract. Replacement equipment shall be made available to the facility every 2 years for the duration of said contract if deemed necessary by the City of Saginaw.
- h. Provide written policy regarding the handling of reimbursement to facility for lost money in vending machines.

Note: For any renewal period authorized by the City based on Contractor's Proposal compensation is subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

**Duration of Contract**

Contractors will provide two (2) separate proposals.

1. The first proposal will be based on a (3) three year agreement.
2. The second proposal will be based on a (5) year agreement.

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It will be at the City's sole discretion to pick and choose which options best suite the need of the facility in question.

The City may elect to renew the selected option for no more than two (2) one year periods before

going back out for sealed bids. For any renewal period authorized by the City product and supply will be subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the

parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

### **CONTRACT INCENTIVE PROGRAM**

For each proposal contractors need to offer and articulate incentives they will offer for entering into an exclusivity partnership with the City of Saginaw. At a minimum, the contractor should be prepared to offer the incentives identified below.

#### **3-year Contract**

1. Sponsorship:

- a. Contractor shall pay the City of Saginaw a sponsorship in the amount of \$\_\_\_\_\_ dollars per year for a three year contract. This sponsorship amount shall be paid at the time of signing the contract for the first year, and on this same date each subsequent year of the contract.

2. Please specify any additional incentives offered by the Bidder.

#### **5-year Contract**

1. Sponsorship:

- a. Contractor shall pay the City of Saginaw a sponsorship in the amount of \$\_\_\_\_\_ dollars per year for a three year contract. This sponsorship amount shall be paid at the time of signing the contract for the first year, and on this same date each subsequent year of the contract.

2. Please specify any additional incentives offered by the Bidder.

**As previously stated because the machines will be located in an open public park we propose they should be enclosed in a cage enclosure to minimize damage from vandalism.**

### **INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS**

Submitters should organize proposals into the following sections:

1. Professional Qualifications
2. Proposed Work Plan
3. Authorized Negotiator
4. Appendices
5. References

The following section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

#### **A. Professional Qualifications – up to 20 points**

1. State the full name and address of your organization and if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder.

Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.

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2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.
4. Identify brand names and quality of goods to be sold.

**B. Proposed Work Plan – up to 50 points**

1. Present two separate proposals as spelled out in the Duration of Contract portion of the Scope of Services. Each proposal must include a detailed work plan that lists all tasks determined to be necessary to deliver the materials and equipment and/or to accomplish the supplies and services under the Scope of Services. The work plan shall define specific requirements of each section such as resources, supplies, equipment and labor needed for each facility.
2. Identify and articulate incentives being offered as spelled out in the Incentive Program portion of the Scope of Services for both proposals spelled out in B1 above.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

**C. References – up to 30 points**

Provide references for past related work. Include contact person, agency, address, and dated of work for each reference. **(3 references preferred)**

**WARRANTIES BY CONTRACTOR**

- A. Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.
- B. The Contractor warrants that it has available, or will engage, at its own expense sufficient trained employees to provide the services specified in this agreement.
- C. The Contractor warrants that all goods and services shall not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark or other proprietary right. Contractor shall at its own expense defend, indemnify and hold the City of Saginaw, its officers, employees and agents harmless from any and all claims, liabilities, damages, and expenses, including actual attorney fees, by virtue of any claimed infringement of patent, copyright, trade secrets, trade name, trademark or service mark or other proprietary right in connection with the goods and/or services provided for under the terms of this contract.

- D. The Contractor warrants that it has, or shall have, title to all equipment and/or stock used in connection with or marketed to the general public in connection with the goods and/or services provided for under the terms of this contract.

**OBLIGATIONS OF THE CITY OF SAGINAW**

- A. The City of Saginaw agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City Shall notify the Contractor of any defects in the services of which the City has actual notice.

**ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City of Saginaw.
- B. This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City of Saginaw.

**BID POSTING LOCATIONS**

The City of Saginaw officially posts bids at the following locations:

- TV (Saginaw Cable Channel #15)
- On our Web-site ([www.saginaw-mi.com](http://www.saginaw-mi.com), Look for “Quick Link” box & click on “Purchasing”
- The MITN System (BidNet) ([www.bidnet.com](http://www.bidnet.com))

**CHECK LIST: BEFORE SUBMITTING YOUR BID**

- |   | <b><u>YES</u></b> |
|---|-------------------|
| 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 <a href="http://www.saginaw-mi.com">www.saginaw-mi.com</a> , click on “quick link” box and go to “Purchasing”). (not applicable to this bid) | ___               |
| 2. Assuming they are permitted, if you’re submitting an alternate(s) bid the pricing must be listed on page ___ of this form and labeled as such. All support information should also be attached and labeled Alternate #1, #2, #3, etc.  | ___               |
| 3. Is your bid signed by an authorized representative of your company?  | ___               |
| 4. Have you provided the Terms & Delivery information requested?  | ___               |
| 5. Is the OUTSIDE of your 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? (not applicable to this bid)  | ___               |
| 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.   |                   |

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.

**ADDITIONAL BIDDER REQUIREMENTS:**

1. EACH PROPOSAL SHALL BE GOOD FOR 120 DAYS FROM THE BID OPENING DATE.
2. EACH BIDDER SHALL INCLUDE ONE (1) ADDITIONAL COPY OF YOUR PROPOSAL **"MARKED**

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- 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 WILL BE DISQUALIFIED AND RETURNED UNOPENED!**
- 4. EACH CITY OF SAGINAW DEPARTMENT SHALL BE VIEWED AS A SEPARATE ACCOUNT (NOT A BLANKET ACCOUNT) WITH THE RESPECTIVE SUCCESSFUL BIDDER(S).
- 5. 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 SUBSTITUTES," NO SUBSTITUTES WILL BE ACCEPTED.**
- 6. ALL SHIPPING AND HANDLING CHARGES & 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 OTHER WISE NOTED, YOUR BID PRICING MUST REMAIN CONSTANT FOR THE LENGTH OF THE AGREEMENT AND/OR CONTRACT PERIOD.**
- 7. 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. THE SUCCESSFUL BIDDER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE THIRD PARTY COMPANY.
- 8. 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.**

**THE SUCCESSFUL BIDDER WILL CONFORM TO ALL SPECIFICATIONS & 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.**

**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: \_\_\_\_\_ **VERY IMPORTANT!!**

**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/WRITTEN CONTRACT CANNOT BE INCREASED OVER 10% OF THE TOTAL PURCHASE ORDER UP TO FIFTY THOUSAND 00/100 (\$50,000.00) DOLLARS 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 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 three percent (3%) 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.**
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 bidders 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.