



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: AUGUST 23, 2010
PAGE 1 OF 15 PAGES

BIDS DUE: SEPTEMBER 7, 2010 @ 3:00 PM

MARK ENVELOPE SEALED BID: #P862 -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:

THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR A VEHICLE EXHAUST REMOVAL SYSTEM FOR THE FIRE DEPARTMENT 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. (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.

TOTAL BID \$ _____

General:

- A. Each prospective bidder shall conduct a mandatory on-site survey of each of the four fire stations in the City of Saginaw, Michigan to determine compatibility of equipment and systems to be provided. **To make an appointment contact B.C. Ed Johnson at (989) 759-1376, ext. #380.** Each bidder shall provide a complete drawing for each facility installation with bid. Each drawing shall depict type of equipment and location of equipment to be installed.
- B. The Vehicle Exhaust Removal System is to be permanently mounted inside an operating fire station.

Certifications:

- A. Vehicle Exhaust Systems shall meet the requirements of National Fire Protection Association (NFPA) 1500 (2009 edition), Underwriters Laboratories (UL), National Electrical Cod (NEC), International Mechanical Code (IMC), American National Standards Institute (ANSI), National Institute for Occupational Safety and Health (NIOSH), Michigan Occupational Safety and Health Administration (MIOSHA) Part 74.
- B. Regulations, standards and laws of the Federal Department of Transportation (D.O.T.) State of Michigan Department of Transportation (MDOT), and all applicable codes and ordinances of the State of Michigan and City of Saginaw, Michigan.

Purpose and Instructions:

- C. It is the intent of this specification to describe the essential minimum requirements for a Vehicle Exhaust Removal System(s).
- D. Items not described in this specification for construction or performance or in NFPA 1500 (2009 edition) may be accepted as the standard of the bidder who shall be solely responsible for the design, construction and performance of the Vehicle Exhaust Removal System equipment.
- E. Any error, omission or inconsistency in this specification that is identified by the bidder shall be listed as such in the bidder's exceptions with the bidders proposed intent, and a proposal to meet the intent of the specifications shall be listed.
 - 1. The bid price that is used to determine the lowest responsible bidder shall include the price of the Vehicle Exhaust Removal System, installation of proposed new equipment in compliance with this specification and removal of **ALL** existing Vehicle Exhaust Removal System components. All options or exceptions to this specification must be listed and priced separately. All bidders are encouraged to document any and all exceptions and/or options being proposed.
 - 2. Any vendor bidding this project must agree to price and perform all work and furnish all equipment and accepted options listed in the specifications and perform all necessary installation and modifications as required to make the system fully operational. Only new equipment, systems and components will be acceptable. No part of the existing Vehicle Exhaust Removal System shall be used in conjunction with the new system to be installed.

- F. All items listed in this specification are to be considered mandatory. The Saginaw Fire Department at its discretion may choose to include exception(s).
- G. Contractor shall supply six sets of operating and service manuals to include system schematics and drawings for each of the four City of Saginaw, Michigan fire stations.
- H. All bidders shall be registered to conduct business with the City of Saginaw. Registration forms can be found at: www.saginaw-mi.com/Government/Departments/Finance/Purchasing/

Scope of Work:

- I. Contractor shall be licensed and insured to install said Exhaust system as required.
- J. Contractor shall install all necessary equipment including, but not limited to:
 - 1. Centrifugal exhaust fan to proper size and capacity
 - 2. UL listed fan control w/label
 - 3. All necessary ductwork and accessories
 - 4. Component hoses
 - 5. Connections, adapters, and components for system operation
- K. Contractor is responsible for delivery, storage and handling of all products. City of Saginaw, Michigan will assume no responsibility for products until the job is complete.
- L. All existing Vehicle Exhaust Removal Systems shall be removed, maintained and transported, in good condition; to a designated location specified by Saginaw Fire Department. Only new equipment, systems and components will be acceptable. No part of the existing Vehicle Exhaust Removal System shall be used in conjunction with the new system to be installed.
- M. Contractor shall recognize each building as an emergency operations center, and due caution shall be exercised so as not to interfere with vehicle movement, fire department personnel, or fire department operations. Contractor shall coordinate all activities and installation with designated representative(s) of City of Saginaw Fire Department.

Brand Names:

- N. Whenever a brand name is used in this specification it is for descriptive purposes and to establish a level of quality. Products that are equivalent to those named may be proposed, providing that full supportive documentation is furnished and denotes the equivalences. Providing manufacturer literature will not be considered justification for a substitution.
- O. A fire department representative (s) shall make the final determination of whether a substitution is acceptable as an equivalent.

Manufacturer's Reliability and Solvency:

- P. The system manufacturer must be satisfactory to the Saginaw Fire Department from the standpoint of experience, reliability, and demonstrated ability to manufacture Vehicle Exhaust Removal Systems equipment and provide necessary system installation, service and repair. A list of fire departments that have purchased a comparable type of Vehicle Exhaust Removal System within the past five years from the bidder must be supplied with bid.
- Q. The financial solvency of the manufacturer is a prime concern to the City of Saginaw. A bidder must supply upon request a current financial statement from a nationally recognized accounting firm.
- R. The product manufacturer must demonstrate a track record of manufacturing and providing Vehicle Exhaust and Removal Systems to emergency fire service providers that operate from similar facilities as the Saginaw Fire Department.

Performance Bond:

- S. A performance bond in the amount of ten percent (10%) of the accepted bid total shall be furnished by the successful bidder within 14 days after receiving the official notice of award of the purchase contract. Failure of the contractor to complete delivery and installation according to the contract and specifications will be cause to begin action for forfeiture of performance bond.
- T. The bond shall also guarantee compliance and performance with the warranty provisions of the specifications.

The Right to Reject Bids:

- U. The City of Saginaw, Michigan and the Saginaw Fire Department reserve the right to reject any and all bids received. The City of Saginaw, Michigan and the Saginaw Fire Department reserve the right to accept any bid that in its judgment best serves the interest of the City of Saginaw, Michigan.

Specifications:**System Performance:**

- V. The Vehicle Exhaust Removal System and associated equipment must provide complete 100% capture of all vehicle emissions at the source exhaust and be capable of exhaust containment from vehicle startup to exiting from the building, in addition vehicles entering building to shut down. Systems that prematurely release from a vehicle exhaust system and allow vehicle exhaust to remain within the building will be considered unacceptable.
- W. The Vehicle Exhaust Removal System and associated equipment shall not interfere with access to vehicle or impede fire personnel, or vehicles from exiting a building. Systems slowing or interfering with vehicle response are not acceptable. No hose or hose assembly shall be allowed to contact floor.
- X. The Vehicle Exhaust Removal System shall be designed to handle both the drive through and vehicle backing fire station designs as existing in Saginaw, Michigan.

- Y. The Vehicle Exhaust Removal System provided must be designed and capable of handling and exhausting a volume of vehicle exhaust equal to a minimum of four vehicles exhausting simultaneously at one facility. The exhaust design capabilities must recognize the ever increasing future exhausting and heat generating requirements of the Environmental Protection Agency (EPA) and U. S. Department of Transportation (DOT)
- Z. In each of the City of Saginaw Fire Department four stations where the Vehicle Exhaust Removal System will be installed shall be of the same design and style to allow for continuity between stations.

Overhead Track or Rail Design:

- A. If the system provided is of a track design it shall be provided for travel of ball bearing rollers, easily serviceable and cleaned, and attached to the building in such a manner as to not interfere with hose travel. Any shifting of the track system is unacceptable.
- B. The system design shall be attached to the building using materials readily available and replaceable and designed for the use intended. Attachment materials shall require no servicing and bolts, nuts, washers, or other components shall not interfere with any other movable part of the Vehicle Exhaust Removal System equipment.
- C. If Suction Rail design is used then it shall be a polished aluminum extrusion that is formed in a configuration such that the extrusion serves not only as a suction duct, but also as the guide rail that the extraction trolley travels in. A pair of EPDM rubber seals shall be installed at the bottom of the extrusion opening. The rubber seals must have a Teflon strip on the inside surface which enables the trolley to travel smoothly and unhindered. The rubber seals shall close tightly during fan operation for an airtight seal and shall open evenly around the trolley during trolley travel. The suction rail shall be supplied with internal rubber bumpers installed at both ends that serve as secondary stops to the trolley. The suction rail shall be supplied with suspension attachments that are specifically designed for fastening to the configuration of the suction rail. Spacing of the suspension attachments shall not exceed 16 feet center-to-center.

Electrical:

- D. The Vehicle Exhaust Removal System and associated equipment shall operate from available building electrical power and not require an alternative power source for complete system operation.
- E. The fire apparatus is not to be used as an electrical grounding device for system operation and the fire apparatus electrical system shall be protected from electrical power damage.
- F. All electrical components shall be UL listed and include a key lockable automatic electrical control panel and exhaust fan system and shall be provided with the associated UL certification number. A padlock is not acceptable. A manual Auto Start-Stop feature shall be provided on the exterior of the control panel.

- G. Master electrical control panel shall be provided meeting electrical demands for such a vehicle emission exhaust extraction system as intended. The electrical control panel shall be UL listed. The control panel shall contain all necessary components for system operation, be of solid-state circuitry with an adjustable system timer. The control panel shall be an enclosed type and meet all the City of Saginaw Electrical Code requirements including obtaining all necessary permits. All electrical work associated with the system provided must meet all requirements of the National Electrical Code.
- H. Vehicle exhaust removal system and hoses must be capable of withstanding a thirty-minute continuous engine operation with engine operating at a minimum of 1500 RPM. The exhaust blower system shall have an adjustable timer and shall be capable of continuous operation for up to five minutes. An automatic blower shut-off shall be provided and operate to discontinue operation at the preset time interval.

Hose and Nozzle:

- I. The attachment nozzle and magnetic adapter must create a metal-to-metal seal to capture 100% of exhaust fumes and particles. Gaskets and other sealant component sealers may not be used to create a seal. The nozzle design must create a complete seal around the tailpipe and associated adapter.
- J. The attachment nozzle or designed system shall remain attached during building power failure and in no manner block doorways, personnel exits, or walkways in the apparatus storage area that may endanger citizens or fire department personnel. Any assembly that might unnecessarily endanger personnel through hang-up on apparatus or personnel equipment is unacceptable.
- K. Attachment of the nozzle to the vehicle exhaust tailpipe must be accomplished when personnel are in a standing position. An easy, quick magnetic attachment is to be provided that eliminates personnel exposure to exhaust fumes.
- L. When nozzle releases it must be within three feet of the exit doorway and shall automatically release regardless of exit speed of vehicle.
- M. The hold-tight or nozzle release system must be external to provide for a safe release from the tailpipe. The safety disconnect shall be designed in such a manner as to allow complete separation of the lower section to the upper section hose. Any assembly that might unnecessarily endanger personnel through hang-up on apparatus or personnel equipment is unacceptable.
- N. Hose and nozzle ratings must be designed for 340 degrees Celsius continuous and 370 degrees Celsius intermittent (680 degrees Fahrenheit continuous and 740 degrees Fahrenheit intermittent for a closed sealed system) vehicle operation temperature shall be provided. Certification of compliance is required and must be provided at time of bid opening.
- O. A 360-degree swivel capability shall be provided at the upper and lower hose connection points. Exceptions to this requirement will be considered.

- P. Vehicle exhaust removal system and hoses must be capable of withstanding a thirty-minute continuous engine operation with engine operating at a minimum of 1500 RPM. The exhaust blower system shall have an adjustable timer and shall be capable of continuous operation for up to five minutes. An automatic blower shut-off shall be provided and operate to discontinue operation at the preset time interval.
- Q. Vehicle exhaust removal systems that require adapters or tailpipes that extend beyond the outside edge of the vehicle body are not acceptable. Adapters for tailpipe exhaust must be securely attached to tailpipe by means of bolting or welding. In no case shall attachment of the Vehicle Emission Exhaust Extraction void any vehicle manufacturers' warranty. No portion of the Vehicle Exhaust Removal System may be attached to the vehicle by drilling into the vehicle body, without certification of assurance that no rust will develop as a direct result of drilling into vehicle body. Any modification costs to vehicles shall be included in bid.
- R. A metal screen shall be provided in the exhaust system that prevents foreign material from damaging exhaust system components.
- S. A means of safe nozzle disconnect shall be provided and designed to prevent personnel injury, equipment hanging on personnel clothing and equipment, or becoming entangled with the vehicle. The nozzle release tension shall be adjustable from outside the hose/nozzle.
- T. Any system that utilizes internal cabling for exhaust disconnect is unacceptable.

Balancer:

- U. A balancer of spring or tension type design shall be provided that is adjustable and supports the full length of exhaust hose at an acceptable height off the floor when not in use. The balancer shall attach to a hose saddle.
- V. The hose saddle shall support exhaust hose. Hose saddles shall be designed and constructed so as to not be able to cause a hose crimp or cut into hose material.

Centrifugal Fan:

- W. When a vehicle is started the exhaust ventilation fan shall automatically begin exhausting. The intent of this specification is that the vehicle motor output pressure shall be the sufficient action to energize the fan exhaust system.
- X. The exhaust system must be muffled to reduce fan discharge noise for motors larger than five horsepower.
- Y. Fan capacity shall be sized as such as to deliver a minimum of 700 cfm (or as otherwise specified) at each hose drop to the vehicle being served.

Ductwork:

- Z. All ductwork shall be provided with a minimum of 20 to 22 gauge-galvanized materials and designed for airflow to meet system requirement(s). Ductwork shall meet minimum requirements of City of Saginaw' Mechanical Code for intended purpose. All ductwork shall be securely fastened to the building and shall not interfere with other building systems, vehicle or personnel movement. An exhaust damper shall be provided to prevent rain from entering the ductwork.

- A. Ducts, unless otherwise specified or approved, shall be round and conform to the dimensions as shown on the drawings. Ducts shall be straight and smooth on the inside with airtight joints.

Warranty:

- B. All workmanship, system performance and system equipment shall be fully warranted for a minimum of five years in addition to maintaining a parts inventory for this same warranty period. Said parts inventory shall be readily available and maintained within the state of Michigan.
- C. A complete warranty shall be provided covering all parts and labor for a minimum of five years from date of system acceptance by the Saginaw Fire Department and the City of Saginaw. Training shall be provided for fire department personnel in system operation and required maintenance at time of system acceptance.

Factory Authorized Service Center:

- D. The bidder shall submit the location and description of the nearest service center and/or mobile unit(s) attached with bid.
- E. The bidder must certify that a stock of routine repair parts is maintained and readily available at the service center location(s).

Training:

- F. The Contractor, or authorized approved personnel, shall provide training to the City of Saginaw Fire Department in the daily use and maintenance of the vehicle exhaust removal system installed and specified herein.
- G. Training shall be over each style/type of system installed. Training shall be provided for each fire department operating shift (3).

Quality Assurance:

- H. All workmanship, manufacturing procedures, airflow design, and materials shall be tested and performance guaranteed.
- I. Removal of **ALL** existing Vehicle removal exhaust systems shall be performed in a proper manner with minimal damage to existing systems and structures.
- J. Any demolition work performed in the removal of or installation of vehicle exhaust removal systems must be returned to as close to original condition as possible and approved by City of Saginaw Fire Department representative (s).

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 “quick link” box and go to “Purchasing”). | ___ |
| 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? | ___ |
| 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 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.**

PAYMENT TERMS: _____ DELIVERY: _____
 FOB: CITY OF SAGINAW
 801 FEDERAL STREET
 SAGINAW, MI 48607

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.

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 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 WILL BE DISQUALIFIED AND RETURNED UNOPENED!**
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. EACH CITY OF SAGINAW DEPARTMENT SHALL BE VIEWED AS A SEPARATE ACCOUNT (NOT A BLANKET ACCOUNT) WITH THE RESPECTIVE SUCCESSFUL BIDDER(S).
6. 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.**

7. 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 OTHERWISE NOTED, YOUR BID PRICING MUST REMAIN CONSTANT FOR THE LENGTH OF THE AGREEMENT AND/OR CONTRACT PERIOD.**

8. 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.

9. THE ITEMS ON THIS BID MAY BE REQUESTED ON AN AS NEEDED BASIS AS APPLICABLE.

10. 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.

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) by selecting **PURCHASING** from the Quick Links in the upper right hand corner of the homepage. 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.