



DATE: JUNE 14, 2021

## REQUEST FOR SEALED BID PROPOSAL

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

**SEALED BID: P1815-21**

**DUE BY: JUNE 29, 2021 @ 3:00 PM**

THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR NO-LEAD BRASS AND COPPER FITTINGS 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. THIS BID IS CONSIDERED ALL OR NONE, AND THERE ARE NO SUBSTITUTIONS SPECIFIED ON SOME ITEMS.

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The Purchasing Office closes at 4:00pm daily. Bids may be hand-delivered prior to the above mentioned deadline.

"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 may 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.

**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 the "Find A Bid" tab. You can also refer to this site for information on future bid requirements as well as bid results.

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.

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.

THIS BID IS CONSIDERED "ALL OR NONE" AND ITEMS WILL BE ORDERED ON AN "AS NEEDED" BASIS.

- All items must meet the 2014 no lead brass standard.
- All items MUST be made in the USA, except the full flow gate valves.
- Quantities are given for bidding purposes only and do not guarantee a minimum or maximum.

**BRASS WATER PIPE FITTINGS AS SPECIFIED:**

**AWWA THREAD X FLARED COPPER, BRASS CORPORATIONS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST		EST QTY	TOTAL COST
1	67006400013	3/4" #F600-3	\$ _____	X	80 EA	\$ _____
2	67006400012	1" #F600-4	\$ _____	X	24 EA	\$ _____
3	67006400010	1 1/2" #FB600-6	\$ _____	X	12 EA	\$ _____
4	67006400009	2" #FB600-7	\$ _____	X	10 EA	\$ _____

**FLARED COPPER X FLARED COPPER BRASS CURB STOPS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST		EST QTY	TOTAL COST
5	67006400021	3/4" #Z22-333	\$ _____	X	700 EA	\$ _____
6	67006400020	1" #Z22-444	\$ _____	X	10 EA	\$ _____
7	67006400019	1 1/2" #B22-666	\$ _____	X	12 EA	\$ _____
8	67006400016	2" #B22-777	\$ _____	X	12 EA	\$ _____

**FIPT X FIPT BRASS CURB STOPS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST		EST QTY	TOTAL COST
9	67006400025	3/4" #Z11-333	\$ _____	X	300 EA	\$ _____
10	67006400024	1" #Z11-444	\$ _____	X	75 EA	\$ _____
11	67006400023	1 1/2" #B11-666	\$ _____	X	10 EA	\$ _____
12	67006400022	2" #B11-777	\$ _____	X	10 EA	\$ _____

**PACK JOINT COUPLINGS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST		EST QTY	TOTAL COST
13	65903300066	3/4" #C44-33	\$ _____	X	100 EA	\$ _____
14	65903300067	1" #C44-44	\$ _____	X	40 EA	\$ _____
15	65903300068	1 1/2" #C44-66	\$ _____	X	6 EA	\$ _____
16	65903300069	2" #C44-77	\$ _____	X	4 EA	\$ _____
17	XXXXXXXXXX	3/4" #H-15451	\$ _____	X	200 EA	\$ _____
18	XXXXXXXXXX	3/4" #C84-33	\$ _____	X	200 EA	\$ _____

**MIPT X MIPT BRASS NIPPLES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST		EST QTY	TOTAL COST
19	65905000019	3/4" X Close"	\$ _____	X	1000 EA	\$ _____
20	65905000023	3/4" X 2"	\$ _____	X	3500 EA	\$ _____
21	65905000026	3/4" X 4"	\$ _____	X	200 EA	\$ _____
22	65905000031	3/4" X 6"	\$ _____	X	200 EA	\$ _____
23	65905000020	1" X Close"	\$ _____	X	100 EA	\$ _____
24	65905000024	1" X 2"	\$ _____	X	100 EA	\$ _____
25	65905000027	1" X 4"	\$ _____	X	100 EA	\$ _____
26	65905000032	1" X 6"	\$ _____	X	100 EA	\$ _____
27	65905000021	1 1/2" X Close"	\$ _____	X	12 EA	\$ _____
28	65905000028	1 1/2" X 4"	\$ _____	X	12 EA	\$ _____
29	65905000033	1 1/2" X 6"	\$ _____	X	12 EA	\$ _____
30	65905000022	2" X Close"	\$ _____	X	12 EA	\$ _____
31	65905000025	2" X Short"	\$ _____	X	12 EA	\$ _____
32	65905000029	2" X 4"	\$ _____	X	12 EA	\$ _____
33	65905000034	2 X 6"	\$ _____	X	12 EA	\$ _____

**BRASS BENDS, FIPT X FIPT:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
34	65901700078	3/4 X 45 DEGREE	\$ _____ X	20 EA	\$ _____
35	65901700079	1 X 45 DEGREE	\$ _____ X	20 EA	\$ _____
36	65901700080	1 1/2 X 45 DEGREE	\$ _____ X	6 EA	\$ _____
37	65901700081	2 X 45 DEGREE	\$ _____ X	6 EA	\$ _____
38	65901700074	3/4 X 90 DEGREE	\$ _____ X	4500 EA	\$ _____
39	65908500035	3/4" X 3/4" X 3/4" TEE	\$ _____ X	1000 EA	\$ _____
40	65901700085	1 x 90 DEGREE	\$ _____ X	10 EA	\$ _____
41	65901700076	1 1/2 X 90 DEGREE	\$ _____ X	6 EA	\$ _____
42	65901700077	2 X 90 DEGREE	\$ _____ X	4 EA	\$ _____

**BRASS BENDS, MPT:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
43	XXXXXXXXXX	3/4" Street 90 DEGREE #310-044NL	\$ _____ X	200 EA	\$ _____
44	XXXXXXXXXX	3/4" Flare 90 DEGREE #H-15530	\$ _____ X	200 EA	\$ _____

**BRASS CAPS:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
45	65902700023	3/4"	\$ _____ X	300 EA	\$ _____
46	65902700024	1"	\$ _____ X	60 EA	\$ _____
47	65902700026	1 1/2"	\$ _____ X	24 EA	\$ _____
48	65902700027	2"	\$ _____ X	24 EA	\$ _____

**BRASS SHARK BITE FITTINGS:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
49	65905400012	3/4" 90 DEGREE Bend	\$ _____ X	300 EA	\$ _____
50	65905400013	3/4" Straight Coupling	\$ _____ X	300 EA	\$ _____
51	XXXXXXXXXX	3/4" X 1/2" Reducer	\$ _____ X	300 EA	\$ _____
52	65905400014	3/4" Push Fit MPT	\$ _____ X	400 EA	\$ _____
53	65908700026	3/4" x 3/4" x 3/4" Tee	\$ _____ X	100 EA	\$ _____

**BRASS GATE VALVES, MATCO NORCA IPS BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
54	67006900004	3/4" 514T04LF	\$ _____	X 2600 EA	\$ _____
55	67006900003	1" 514T05LF	\$ _____	X 150 EA	\$ _____
56	67006900002	1 1/2" 514T07LF	\$ _____	X 20 EA	\$ _____
57	67006900001	2" 514T08LF	\$ _____	X 20 EA	\$ _____

**BRASS BUSHINGS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
58	65902400021	1 X 3/4" #C18-34	\$ _____	X 24 EA	\$ _____
59	65902400023	1 1/4 X 1" #C18-45	\$ _____	X 10 EA	\$ _____
60	65902400024	1 1/2 X 1" #C18-46	\$ _____	X 10 EA	\$ _____
61	65902400026	1 1/2 X 1 1/4" #C18-56	\$ _____	X 10 EA	\$ _____

**AWWA THREAD BRASS PLUGS:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
62	65905400021	1/2"	\$ _____	X 60 EA	\$ _____
63	65905400020	5/8"	\$ _____	X 60 EA	\$ _____
64	65905400019	3/4"	\$ _____	X 60 EA	\$ _____
65	65905400018	1"	\$ _____	X 60 EA	\$ _____
66	65905400016	1 1/2"	\$ _____	X 60 EA	\$ _____
67	65905400017	1 3/4"	\$ _____	X 60 EA	\$ _____
68	65905400015	2"	\$ _____	X 60 EA	\$ _____

**FLARED COPPER X MIPT STRAIGHT COUPLINGS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
69	65903300031	3/4" #C28-33	\$ _____	X 5800 EA	\$ _____
70	65903300028	1" #C28-44	\$ _____	X 48 EA	\$ _____
71	65903300025	1 1/2" #C28-66	\$ _____	X 6 EA	\$ _____
72	65903300023	2" #C28-77	\$ _____	X 6 EA	\$ _____

**FLARED COPPER X FIPT STRAIGHT COUPLINGS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
73	65903300030	3/4" #C21-33	\$_____ X	250 EA	\$_____
74	65903300029	1" #C21-44	\$_____ X	48 EA	\$_____
75	65903300024	2" #C21-77	\$_____ X	6 EA	\$_____

**METER COUPLINGS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
76	65903300001	5/8 X 3/4" #C38-23-2-5	\$_____ X	8000 EA	\$_____
77	65903300003	1" #C38-44-2-625	\$_____ X	150 EA	\$_____

**FLARED COPPER X FLARED COPPER COUPLINGS, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
78	65908700010	3/4" #C22-33	\$_____ X	200 EA	\$_____
79	65908700009	1" #C22-44	\$_____ X	60 EA	\$_____

**BRASS PLUGS-MALE PIPE THREAD:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL COST
80	65905400031	1/2	\$_____ X	50 EA	\$_____
81	65905400032	3/8"	\$_____ X	50 EA	\$_____
82	65905400033	3/4"	\$_____ X	1000 EA	\$_____
83	65905400034	1"	\$_____ X	100 EA	\$_____
84	65905400036	1-1/2"	\$_____ X	12 EA	\$_____
85	65905400035	1-1/4"	\$_____ X	12 EA	\$_____
86	65905400037	2"	\$_____ X	12 EA	\$_____

**REPAIR SADDLES, FORD BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL BID
87	65907300087	4" #202B510CC3	\$ _____	X	2 EA \$ _____
88	65907300083	6" #202B750CC3	\$ _____	X	100 EA \$ _____
89	65907300084	6" #202B7500CC4	\$ _____	X	20 EA \$ _____
90	65907300079	8" #202B962CC3	\$ _____	X	6 EA \$ _____
91	65907300080	8" #202B962CC4	\$ _____	X	6 EA \$ _____
92	65907300077	10" #202B1212CC6	\$ _____	X	2 EA \$ _____
93	65907300074	10" #202B1212CC7	\$ _____	X	2 EA \$ _____
94	65907300071	12" #202B1438CC3	\$ _____	X	2 EA \$ _____
95	65907300072	12" #202B1438CC4	\$ _____	X	2 EA \$ _____

**CORP TO FLARE ADAPTERS (H-15480, H-15505), MUELLER BRAND  
NO SUBSTITUTES:**

ITEM	CITY ITEM #	DESCRIPTION	UNIT COST	EST QTY	TOTAL BID
96	670-067-00026	H-15480 3/4"FLR x Inside CPLG THD	\$ _____	X	200 EA \$ _____
97	670-064-00027	H-15505 3/4" Straight CPLG XS female Lead Flange x CS	\$ _____	X	200 EA \$ _____
98	670-064-00028	H-15505 1/2" x 3/4" Straight CPLG XS Lead Flange x CS	\$ _____	X	200 EA \$ _____
99	670-064-00029	H-15505 1" Straight CPLG XS Female Lead Flange	\$ _____	X	100 EA \$ _____
100	670-064-00030	H-15505 5/8" x 3/4" Straight CPLG XS Female Lead Flange X CS	\$ _____	X	200 EA \$ _____
101	670-064-00031	H-15505 3/4"x1" Straight CPLG XS Female Lead Flange	\$ _____	X	100 EA \$ _____
102	659-087-00025	3/4" Dielectric Unions	\$ _____	X	200 EA \$ _____

**TOTAL COST** \$ \_\_\_\_\_

Bidding \_\_\_\_\_ out of 102 items

**CHECK LIST: BEFORE SUBMITTING YOUR BID**

**YES**

- 1. Before the bid due date, check our website to make sure there are no description, quantity or addendum(s) changes to the bid copy. Go to [www.saginaw-mi.com](http://www.saginaw-mi.com), click on the "Find a Bid" link. \_\_\_\_\_
- 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, and #3, etc. \_\_\_\_\_
- 3. Is your bid signed in BOTH PLACES by an authorized representative of your company? \_\_\_\_\_
- 4. Have you provided the payment terms & delivery lead time information? \_\_\_\_\_
- 5. Is the OUTSIDE of your FEDEX, UPS or REGULAR ENVELOPE properly labeled with the bid number? \_\_\_\_\_
- 6. Are you submitting your original bid plus ONE (1) COPY as required? \_\_\_\_\_
- 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 should 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 the bid bond will not be accepted and your 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.

**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 **\$500,000.00 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.

### § 14.36, PREFERENCE FOR LOCAL BIDDERS

(A) (1) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% 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. Such a bidder will remain bound to all other terms of their original bid. (2) 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% 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. Such a bidder will remain bound to all other terms of their original bid.

(C) If no responsive and responsible Saginaw-based businesses within 5% 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 business".

(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.

(G) Local preferences shall not be applied in cases of procurements funded, even in part, with federal dollars, unless such procurement is for architectural and engineering services. When contracting for architectural and engineering services, local preference may be a selection criterion provided its application leaves an appropriate number of qualified vendors, given the nature and size of the project, to complete the contract.

### **ADDITIONAL BIDDER REQUIREMENTS:**

1. Each proposal shall be good for 120 days from the bid opening date, unless otherwise stated on the bid document.
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 which would result in disqualification. 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 combined 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, your bid pricing must remain constant for the length of the agreement and/or contract 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 and/or 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 your 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 closes at 4:00 p.m. daily. As such, bids hand delivered prior to the above mentioned deadline must be received before the office closes.

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: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
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.

**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 website [www.saginaw-mi.com](http://www.saginaw-mi.com), go to "Find 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 to request bid document copies.

**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 needed.
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 combined to get your total cost. **Facsimiles or copies of the bid bond will not be accepted and your 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 sealed envelope with the "**bid number**" marked on the front.
12. Each bidder's 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.

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 which do not materially affect the bid document or otherwise conflict with statute or ordinance. Any rejections of bids shall be made only if there is a sound documented reason for same.

## 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.