



DATE: MAY 23, 2022

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: #P1882-22

DUE BY: JUNE 7, 2022 @ 3:00 PM

THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR VARIOUS FLUIDS USED BY MOTOR POOL 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. THE CITY RESERVES THE RIGHT TO SPLIT SAID BID TO OUR BEST BENEFIT.

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, 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.

SPECIFICATIONS - VEHICLE FLUIDS:

General:

Bidder shall complete every space in section 2 bidder's proposal column with either a check mark (x) to indicate the item being bid is exactly as specified, or a description to indicate any deviation of the item being bid from the specifications. Each bidder must provide specification sheets with your sealed bid or your proposal will not be considered. Also attach to bid a technical data sheet.

It is the intent to furnish American Petroleum Institute (API) engine classification oils.

SECTION 1 SPECIFICATION

1 MOTOR OIL – API CK-4 SAE 15W 40 FLEET GRADE

TYPE: HIGH QUALITY FOR USE IN CITY TRUCKS AND DIESEL ENGINES, OIL SHALL BE COMPOUNDED TO MEET OR EXCEED ALL OF THE FOLLOWING SPECIFICATIONS:

OIL STORAGE: BULK MUST BE PUMPED INTO CITY'S TANKS BY VENDOR

DELIVERY: DELIVERIES SHALL BE IN QUANTITIES OF APPROXIMATELY 200 TO 500 GALLONS AS REQUIRED

**Chevron DELO Heavy Duty 15w40 CK-4/SM or equal
API Service CK-4, CJ4, CI-4 plus/CI-4, Ch-4, CG-4, Cf-4, Sm
ACEA E7-04, E5-02, E3-96
Caterpillar ECF-3, ECF-2, ECF-1a
Cummins CES 20081**

2 PREMIUM HYDRAULIC 46

APPLICATION: HYDRAULIC OIL WILL BE USED FOR RUBBISH PACKER UNITS, DUMP TRUCK BOX HOISTS, AND TO OPERATE UNDERBODIES, AND FRONT SNOW PLOWS.

QUALITY: WATER SEPARATING CHARACTERISTICS, RESISTANT TO FOAM BUILD -8-, RUST, CORROSION PROTECTION, AND ANTI WEAR PROTECTION.

SPECIFICATIONS & APPROVALS Meets or Exceeds Requirements of

- Denison HF-0, Cincinnati Machine P-68, P-69, P-70
- US Steel 127, US Steel 136, GM LS-2, AFNOR NFE 48-603
- DIN 51524 Part II, Sauer-Sunstrand, Eaton/Vickers M-2950-S, I-286-S

COMPATIBILITY: HYDRAULIC OIL MUST BE COMPATIBLE WITH OTHER LEADING OILS SO WE MAY ADD OIL TO SYSTEM RATHER THAN DRAIN

OIL SAMPLING: BIDDER SHALL EXAMINE USED OIL SAMPLES IF AND WHEN NECESSARY, AT NO CHARGE

OIL STORAGE: BULK DELIVERY AND/OR DRUMS AS REQUESTED, BULK MUST BE PUMPED INTO CITY'S TANKS BY VENDOR

DELIVERY: DELIVERIES SHALL BE IN QUANTITIES OF APPROXIMATELY 200 TO 500 GALLONS AS REQUIRED

SECTION 1 SPECIFICATION**3 SERVICE PRO GLOBAL FULL SYNTHETIC MULTI VEHICLE AUTOMATIC TRANSMISSION FLUID OR EQUAL.**

SERVICE PRO® Premium Global Full Synthetic Multi-Vehicle ATF may be used in a wide variety of applications including most General Motors, Ford, Chrysler, Toyota/Lexus/ Scion, Nissan/Infiniti, and Honda/Acura transmissions; as well as transmissions installed in most* Hyundai, Isuzu, Jaguar, Kia, Land Rover, Mazda, Mercedes, Mitsubishi, Porsche, BMW, MINI, SAAB, Subaru, Suzuki, Volvo and VW/Audi cars and light trucks. Check owner's manual for specific recommendations.

| | |
|-------------------|--------|
| API Gravity | 34.8 |
| Sp. Gr. @ 60 0 F | 0.8468 |
| Flash, COC, 0 F | 400 |
| Pour Pt., 0 F | -55 |
| Viscosity, cP @ - | 12100 |
| 40 0 C | |
| Viscosity, cSt @ | 32 |
| 40 0 C | |
| cSt @ 100 0 C | 6.3 |
| Viscosity Index | 152 |
| Color | Red |

4 MOTOR OIL - FULLY SYNTHETIC - FORD SPEC # XO-5W20-QFS OR EQUAL

Motorcraft® SAE 5W-20 Full Synthetic Motor Oil is a premium-quality passenger car motor oil recommended by Ford Motor Company meeting warranty requirements. It is API Certified for gasoline engine service ILSAC GF-5 and meets API SN/Resource Conserving. MOTORCRAFT® 5W-20 FULL SYNTHETIC MOTOR OIL

Product Typicals**SAE Grade 5W-20****API Service GF-5/SN****Specific Gravity****@ 60°F (15.6°C) 0.852****Density, lb/gal 7.09****Flash Point, COC, °C (°F) 229 (444)****Viscosity:****cSt @ 100°C 8.3****cSt @ 40°C 45.9****cP @ -30°C 4,000****Viscosity Index 159****Pour Point, °C (°F) <-45 (<-49)**

SECTION 1 SPECIFICATION

5 ANTI FREEZE / COOLANT - SERVICE PRO® Orange Antifreeze/Coolant for use in GM® Cars and Trucks requiring DEX-COOL® (READY TO USE STRENGTH) OR EQUAL

- ☐ Premium quality, extended life coolant.
- Provides up to 5 years or 150,000 miles of protection.
- Free of phosphate, borates, nitrites, silicates, and amines.
- Protects against corrosion of all cooling system metals, including aluminum.
- High-quality defoamer system, non-harmful to hoses, plastics or gaskets.
- Compatible with major brands of extended life Organic Acid Technology and Hybrid Organic Acid Technology (OAT & HOAT)-type coolant/antifreeze. Specifically formulated to meet original equipment manufacturer equivalent extended life coolants including but not limited to the DEX-COOL®* under GM 6277M

| | | | |
|---|---------|---------------|---------------|
| Glycols base Antifreeze Conc., mass % | GC | >95 | >49 |
| Bittering Agent | Yes | Yes | Yes |
| Water Content, mass % | D1123 | <4 | 50.8 |
| Specific Gravity @ 60°F | D1122 | 1.117 | 1.069 |
| pH | D1287 | 8.7 | 8.4 |
| Reserve Alkalinity, ml | D1121 | 5.2 | 2.56 |
| Storage Stability, min. | 5 years | 5 years | 5 years |
| Effect on Non-Metals | D1882 | No Effect | No Effect |
| Cavitation Erosion Rating | D2809 | 8 min | 8 min |
| Foam Test, ml/sec | D1881 | <50/3 | <50/3 |
| Fluid Color | Visual | Flor Orange | Flor Orange |
| Coolant/Antifreeze % 50/50 Freezing Point | D1177 | -34°F (-36°C) | -34°F (-36°C) |
| Coolant/Antifreeze % 50/50 Boiling Point | D1120 | 226°F (108°C) | 226°F (108°C) |
| Ash Content | D1119 | <5.0 | <2.5 |
| Chloride (mg/L) | D3634 | <25 | <25 |
| Silicon (as SiO3) | D6130 | <10 | <10 |

Note: if you submit prices on an equal anti-freeze you must include specifications with this proposal – anti-freeze must meet manufacturer’s requirements.

6 WINDSHIELD WASHER SOLVENT, PREMIXED (55 GALLON DRUM)

7 DEXOS SYNTHETIC MOTOR OIL OW-20 per GM Spec OR EQUAL 55 Gallon Drum. GM Dexos 1 Designed with gasoline engines in mind GM Dexos 1 replaces the GM-LL-A-025, GM6094M and GM4718M specifications. This specification is usually recommended for GM vehicles built for the North American and Asian markets. Compared to ILSAC GF-5 it has stricter requirements regarding piston deposit formation, aeration, oxidation stability, wear, low-temperature pump ability and volatility.

8 DEXOS SYNTHETIC MOTOR OIL OW-20 per GM Spec OR EQUAL (QUARTS)

9 DEXOS SYNTHETIC MOTOR OIL - 5 W 30 - PER GM SPEC. (55 GALLON DRUM)

SECTION 1 SPECIFICATION

- 10 DIESEL EXHAUST FLUID PEAK BRAND OR EQUAL, MUST BE API CERTIFIED (55 GALLON DRUM)** BlueDEF® is a mixture of 32.5% high purity synthetic urea and 67.5% deionized water that is used in Selective Catalytic Reduction(SCR) systems on diesel engines. DEF is the primary ingredient used to help convert NOx to harmless nitrogen and water. BlueDEF is stable, colorless, non-flammable, non-toxic and is classified as minimum risk for transportation. BlueDEF conforms to the ISO-22241-1 specification for DEF, is API registered and meets or exceeds OEM specifications.

- 11 DIESEL EXHAUST FLUID PEAK BRAND OR EQUAL, MUST BE API CERTIFIED (275 - 330 GALLON TOTE)**

- 12 Motorcraft SAE 5W-40 SYNTHETIC HD DIESEL MOTOR OIL OR EQUAL (55 GALLON DRUM)** Motorcraft® SAE 5W-40 Full Synthetic Diesel Motor Oil is a high-performance light and heavy-duty diesel engine oil recommended by Ford Motor Company. It is particularly recommended for use in Ford vehicles equipped with Power Stroke® engines as in truck, bus, construction and other heavy-duty diesel engine applications. It meets API Service Category CJ-4, required for use in diesel engines designed to meet 2007 on-highway exhaust emission standards and requiring ultralow sulfur diesel fuel. Do not use in gasoline engines equipped with catalysts.

- 13 80w-140 gear lube oil synthetic GEAR LUBE –MANUFACTURED BY PETRO-CANADA - OR EQUAL (55 GALLON DRUM)**

- 14 Lithium based extreme pressure grease L-EP-0 (5 gallon pail) Conoco Philips OR EQUAL**

- 15 Lubrication Engineers – Part#3752-120, Almagard Vari-Purpose lube, Lubrication Engineer 120lb keg (NO SUBS)**

- 16 AW46 NON CONDUCTIVE OIL (55 GALLON DRUM)**

- 17 CAT 8T-9580 Hydraulic Oil SAE 10W (5 GALLON PACKAGE) NO SUB**

- 18 CAT #462-7706 TRANSMISSION & DRIVE TRAIN OIL SAE 10W (5 GALLON PKG – CONSISTS OF TWO 2.5 GAL CONTAINERS) NO SUB**

- 19 CAT #462-7708 TRANSMISSION & DRIVE TRAIN OIL SAE 30 (5 GALLON PKG – CONSISTS OF TWO 2.5 GAL CONTAINERS) (NO SUB**

- 20 CAT #462-7710 HYDO ADVANCED 10 HYDRAULIC OIL (5 GALLON PKG – CONSISTS OF TWO 2.5 GAL CONTAINERS) NO SUB**

- 21 NEUTRO-WASH Salt cleaner and neutralizer (UNDER CARRIAGE WASH) by RHOMAR (OR EQUAL) (55 GALLON DRUM)**

- 22 Lubra-Seal (Spreader chain & Box Encapsulant) by RHOMAR (OR EQUAL) (55 GALLON DRUM)**

- 23 Rhoma-Sol (Emulsifying Asphalt and Road Oil Remover by RHOMAR (OR EQUAL) (5-GALLON PAIL)**

Pricing: Each bidder shall state how long the pricing listed below is good for and the percentage increase over your cost that those prices will be raised in the event of a price increase.

PRICING GOOD THROUGH: _____

% INCREASE OVER COST TO THE CITY IF PRICE GOES UP: _____%

SECTION 2 - BIDDER'S PROPOSAL

| ITEM | QTY | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|---|-----------|------------|
| 1 | 2500 GAL | MOTOR-OIL FLEET API CK-4 #15 W 40 (To be ordered as needed) 550 gal Tank | \$_____ | \$_____ |
| 2 | 1600 GAL | PREMIUM HYDRAULIC 46 (To be ordered as needed) 550 gal Tank | \$_____ | \$_____ |
| 3 | 3 DR | Service Pro Premium Global Full SYN ATF 55 gallon drum | \$_____ | \$_____ |
| 4 | 2 DR | MOTOR OIL - FORD SPEC # XO-5W20-QFS 55 gallon drum | \$_____ | \$_____ |
| 5 | 5 DR | ANTI FREEZE - For use in GM® Cars and Trucks requiring DEX-COOL® 55 gallon drum (Ready to use strength) | \$_____ | \$_____ |
| 6 | 3 DR | FLUID-WINDSHIELD WASHER SOLVENT 55 gallon drum | \$_____ | \$_____ |
| 7 | 2 DR | DEXOS SYNTHETIC MOTOR OIL OW-20 55 gallon drum | \$_____ | \$_____ |
| 8 | 144 QT | DEXOS SYNTHETIC MOTOR OIL OW-20 Quarts | \$_____ | \$_____ |
| 9 | 3 DR | DEXOS SYNTHETIC MOTOR OIL 5W-30 55 gallon drum | \$_____ | |
| | | | \$_____ | |
| 10 | 14 DR | DIESEL EXHAUST FLUID PEAK 55 gallon drum | \$_____ | \$_____ |
| 11 | 5 TOTE | DIESEL EXHAUST FLUID PEAK BULK Delivered in 275 gallon tote | \$_____ | \$_____ |
| 12 | 1 DR | SAE 5W-40 SYNTHETIC HD DIESEL MOTOR OIL, 55 gallon drum | \$_____ | \$_____ |
| 13 | 1 DR | GEAR-LUBE BRAND OIL, # 80 W 140 55 gallon drum | \$_____ | \$_____ |
| 14 | 3 PL | LITHIUM GREASE L-EP-0 5 gal pail | \$_____ | \$_____ |

SECTION 2 - BIDDER'S PROPOSAL (Continued)

| ITEM | QTY | DESCRIPTION | UNIT COST | TOTAL COST |
|--------------------------------------|--------|---|-----------|-----------------|
| 15 | 3 KEG | PT#3752-120 – Lubrication Engineers Almagard vari-purpose lube, Lubrication Engineer 120 LB Keg (NO SUBS) | \$ _____ | \$ _____ |
| 16 | 2 DR | AW46 – NON CONDUCTIVE OIL 55 gallon drum | \$ _____ | \$ _____ |
| 17 | 5 GAL | CAT 8T-9580 Hydraulic Oil 8T-9580 SAE10W 5 gallon pail (NO SUBS) | \$ _____ | \$ _____ |
| 18 | 40 GAL | CAT TRANSMISSION & DRIVE TRAIN OIL SAE 10W 2.5 gallon container | \$ _____ | \$ _____ |
| 19 | 40 GAL | CAT TRANSMISSION & DRIVE TRAIN OIL SAE 30 2.5 gallon container | \$ _____ | \$ _____ |
| 20 | 30 GAL | CAT HYDO ADVANCED 10 HYDRAULIC OIL 2.5 gallon container | \$ _____ | \$ _____ |
| 21 | 3 DR | SALT CLEANER & NEUTRALIZER (Under Carriage Wash) 55 gallon drum | \$ _____ | \$ _____ |
| 22 | 1 DR | LUBRA-SEAL (OR EQUAL) Encapsulate Lubricant 55 gallon drum | \$ _____ | \$ _____ |
| 23 | 2 PL | RHOMA-SOL (OR EQUAL) Bituminous Emulsifier 5 gallon pail | \$ _____ | \$ _____ |
| TOTAL COST OF ALL ITEMS | | | | \$ _____ |
| BIDDING _____ OUT OF 23 ITEMS | | | | |

The City reserves the right to split this bid. Quantities given are estimates only and do not guarantee a minimum or maximum. Delivery is required within 24 hours after notification from authorized City personnel.

The City reserves the right to reject any bids on brands or grades of lubrication oil which have not been subject to required tests and found satisfactory. Sampling: bidder shall examine used oil samples if and when necessary, at no charge.

CHECK LIST: BEFORE SUBMITTING YOUR BID

- | | <u>YES</u> |
|---|------------|
| 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 , click on the "Look Up 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
1435 S WASHINGTON 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 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.

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.

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(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 and will be disqualified. Additionally, unmarked bids may be subject to missed deadlines due to improper labeling.
4. All bids over \$100,000.00 must include a bid bond, certified bank check or money order. If agreement is for multiple years, each year should be 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.**

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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

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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, 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 necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum (Form B02) is issued by the City, it must be signed, dated and returned with bid.
7. An **original** bid bond, certified check or cashier's check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of \$100,000. If agreement is for multiple years, each year should be 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**

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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.