



DATE: JUNE 1, 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: #P1884-22 RE-BID**

**DUE BY: JUNE 14, 2022 @ 3:00 PM**

THE CITY OF SAGINAW IS SOLICITING SEALED BID PROPOSALS FOR TESTING TOXIC ORGANICS PER SPECIFICATIONS AS FOLLOWS. BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE, 1315 S. WASHINGTON AVE., SAGINAW, MI 48601, RM #105, PRIOR TO 3:00 PM ON THE BID OPENING DATE. THIS BID WILL BE CONSIDERED ALL OR NONE.

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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.

Contact Person for Questions:  
Jason Casteel  
Wastewater Treatment Division, Environmental Compliance Administrator  
Phone (989) 759-1523  
Email: [jcasteel@saginaw-mi.com](mailto:jcasteel@saginaw-mi.com)

Estimated number of samples per year is 450.

Samples may be any of the following:

- Sanitary Wastewater
- Industrial Wastewater
- Storm water runoff
- River, stream or other natural waters
- Municipal sanitary sewage sludge (Bio solids)
- Industrial sludge
- Water mixed sediments

### **SPECIFICATIONS FOR TOTAL TOXIC ORGANIC TESTING**

Testing service to determine levels of Total Toxic Organics in the City's sewer system and other waste streams. The analytes included in Total Toxic Organics will be defined by the list given in 40CFR413.02.

The City's Wastewater Treatment Division Personnel will collect samples. The bid price to include all other services needed to complete analysis including: all sample bottles, labels, ice, chain of custody forms, sample clean up fees, analytical reports or other additional fees. The vendor awarded the bid will be responsible for all duties included in sample pickup and delivery. No mail carrier transport or subcontracted transport of samples will be allowed. Only trained laboratory technicians will be allowed custody of samples.

Total Toxic Organics shall be broken down into six (6) individual parts that can/will be ordered separate:

Polychlorinated Biphenyl (PCBs) analyses shall not be included in the TTO analysis.

Total Toxic Organics (TTO) – report acid extractables, base-neutral extractable & volatile organics (including Xylenes). EPA Methods 624/625.

TTO Acid – report acid extractables only, EPA Method 625.

TTO – Base/Neutral – report base neutral extractables, EPA Method 625.

TTO – VOC's – report volatile organics (BTEX included), EPA Method 624.

BTEX – report benzene, toluene, ethyl benzene, xylenes, and total BTEX, EPA Method 624.

Sample procedures, preservation and handling, and analytical protocol shall be in accordance with EPA approved Methods 624, 625, Standard Methods 6000 or equivalents. Shall include Quality Assurance/Quality Control as described in EPA approved methods or Standard Methods 20<sup>th</sup> Edition.

The detection limits shall not exceed those listed in EPA/Standard Methods. Laboratories that submit bids to perform analytical work for the City of Saginaw must submit a copy of their Laboratory Quality Assurance/Quality Control Manual with their respective bid.

Sample analysis and documentation shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial action.

Sampling results shall be reported to the Wastewater Treatment Division within 5-7 days of Vendor's receipt of samples with a PDF copy emailed to IPP Manager at the WWTP.



## **SPECIFICATIONS FOR PCB TESTING, EPA Method 608 only**

### Project Description & Purpose:

To quantify levels of polychlorinated biphenyls (PCB's) in the City of Saginaw's sewerage system and other waste streams.

The City's Wastewater Treatment Division Personnel will collect samples. The bid price to include all other services needed to complete analysis including: all sample bottles, labels, ice, chain of custody forms, sample clean up fees, analytical reports or other additional fees. The vendor awarded the bid will be responsible for all duties included in sample pickup and delivery. No mail carrier transport or subcontracted transport of samples will be allowed. Only trained laboratory technicians will be allowed custody of samples.

Sample handling, preservation, and analytical protocol shall be in accordance with EPA method 608 and 40 CFR 136. All QA/QC data shall be supplied. Detection limits shall not exceed 0.1ug/L unless higher levels are appropriate due to matrix interference. Quantification level must be 0.1 ug/L, which is established by EPA and MDEQ unless higher levels are appropriate due to matrix interference. Sample clean up costs shall also be included. Analytical results of analyses must be sent via emailed PDF to the City of Saginaw Wastewater Treatment Plant on or before ten days from the date of receipt of the sample.

## **SPECIFICATIONS FOR HEAVY METALS TESTING**

Testing services to determine levels of Heavy Metals in the City's sewer system and other waste streams.

The City's Wastewater Treatment Division Personnel will collect samples. The bid price to include all other services needed to complete analysis including: all sample bottles, labels, ice, chain of custody forms, sample clean up fees, analytical reports or other additional fees. The vendor awarded the bid will be responsible for all duties included in sample pickup and delivery. No mail carrier transport or subcontracted transport of samples will be allowed. Only trained laboratory technicians will be allowed custody of samples.

Heavy Metals shall be broken down into 14 individual parts that can/will be ordered separately or as a set. (Total Recoverable):

<b>Metal</b>	<b>MDL</b>	<b>Method</b>
Antimony	1 ug/LEPA	Method #200.7, 200.8, 200.9. Standard Method #3111B, 3113B, 3120B.
Arsenic	1 ug/LEPA	Method #200.7, 200.8. Standard Method #3113B, 3114B, 3120B.
Beryllium	1 ug/LEPA	Method #200.7, 200.8, 200.9. Standard Method #3111D, 3113B, 3120B.
Cadmium	0.2 ug/L	EPA Method #200.7, 200.8, 200.9. Standard Method #3111B or C. 3113B. 3120B.
Chromium	5 ug/LEPA	Method #200.7, 200.8, 200.9. with
Copper	1 ug/LEPA	Method #200.7, 200.8, 200.9. Standard Method #3111B or C, 3113B, 3120B.
Lead	1 ug/LEPA	Method #200.7, 200.8, 200.9. Standard Method #3111B or C, 3113B, 3120B.
Lithium		EPA Method #200.7. Standard Method #3120B.
Nickel	5 ug/LEPA	Method #200.7, 200.8, 200.9. Standard Method #3111B or C, 3113B.
Mercury	0.2 ug/L	EPA Method #245.1, 245.2. Standard Method #3112B.
Selenium	1 ug/LEPA	Method #200.7, 200.8, 200.9. Standard Method #3113B, 3120B.

Silver	0.5 ug/L	EPA Method #200.7, 200.8, 200.9. Standard Method #3111B, 3120B.
Thallium	1 ug/LEPA	Method #279.2, 200.7, 200.8, 200.9. Standard Method #3111B or C, 3113B, 3120B.
Zinc	1 ug/LEPA	Method #298.1, 289.2, 200.7., 200.8 Standard Method #3120B, 3111B or C.

Sample procedures, preservation and handling, and analytical protocol shall be in accordance with EPA approved Methods that are listed above or equivalents. Shall include Quality Assurance/Quality Control as described in EPA approved methods or Standard Methods 20<sup>th</sup> edition. The detection limits shall not exceed those listed in EPA/Standard Methods and must comply with the limits set forth in the Saginaw Code of Ordinances. Laboratories that submit bids to perform analytical work for the City of Saginaw must submit a copy of their Laboratory Quality Assurance/Quality Control Manual with their respective bid.

Sample analysis and documentation shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial action.

Sampling results shall be reported to the Wastewater Treatment Division within 5-7 days of Vendor's receipt of samples with a PDF copy emailed to IPP Manager at the WWTP.

**SPECIFICATIONS FOR FATS, OILS & GREASES (FOG) TESTING**

Testing service to determine levels of FOG in the City's sewer system and other waste streams.

The City's Wastewater Treatment Division Personnel will collect samples. The bid price to include all other services needed to complete analysis including: all sample bottles, labels, ice, chain of custody forms, sample clean up fees, analytical reports or other additional fees. The vendor awarded the bid will be responsible for all duties included in sample pickup and delivery. No mail carrier transport or subcontracted transport of samples will be allowed. Only trained laboratory technicians will be allowed custody of samples.

Sample procedures, preservation and handling, and analytical protocol shall be in accordance with EPA approved Methods 1664A, Standard Methods 5520B or equivalents. Shall include Quality Assurance/Quality Control as described in EPA approved Methods or Standard Methods 20<sup>th</sup> Edition. The detection limits shall not exceed those listed in EPA/Standard Methods and must comply with the limits set forth in the Saginaw Code of Ordinances. Laboratories that submit bids to perform analytical work for the City of Saginaw must submit a copy of their Laboratory Quality Assurance/Quality Control Manual with their respective bid.

Sample analysis and documentation shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial action.

Sampling results shall be reported to the Wastewater Treatment Division within 5-7 days of Vendor's receipt of samples with a PDF copy emailed to IPP Manager at the WWTP.

**SPECIFICATIONS FOR CYANIDE TESTING**

Testing service to determine levels of Cyanide in the City's sewer system and other waste streams.

The City's Wastewater Treatment Division Personnel will collect samples. The bid price to include all other services needed to complete analysis including: all sample bottles, labels, ice, chain of custody forms, sample clean up fees, analytical reports or other additional fees. The vendor awarded the bid will be responsible for all duties included in sample pickup and delivery. No mail carrier transport or subcontracted transport of samples will be allowed. Only trained laboratory technicians will be allowed custody of samples.

Cyanide shall be broken down into two (2) individual parts that can/will be ordered separately:



Amenable Cyanide – Cyanide that is amenable to Chlorination with a quantification level of 2 ug/L.

Total Cyanide – Total Cyanide

Sample procedures, preservation and handling, and analytical protocol shall be in accordance with EPA approved Methods 335.1, 335.2, 335.4, Rev 1.0, Standard Methods 4500-CN-E, F or G, OIA-1677 or equivalents. Shall include Quality Assurance/Quality Control as described in EPA approved Methods or Standard Methods 20<sup>th</sup> Edition. The detection limits shall not exceed those listed in EPA/Standard Methods and must comply with the limits set forth in the Saginaw Code of Ordinances. Laboratories that submit bids to perform analytical work for the City of Saginaw must submit a copy of their Laboratory Quality Assurance/Quality Control Manual with their respective bid.

Sample analysis and documentation shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial action.

Sampling results shall be reported to the Wastewater Treatment Division within 5-7 days of Vendor's receipt of samples with a PDF copy emailed to IPP Manager at the WWTP.

### **SPECIFICATIONS FOR MERCURY (PURGE AND TRAP) TESTING**

Testing service to determine levels of Mercury in the City's Wastewater Treatment Plant Effluent. The vendor awarded the bid shall be responsible for collection of the samples, using the "clean hands/dirty hands" collection method. The bid price needs to include all other services needed to complete analysis including: all sample bottles, sample collection, shipping and clean up or other fees associated with sampling. The vendor awarded the bid shall be responsible for all duties included in the sample collection, sample pickup and delivery.

The analytical protocol for total mercury shall be in accordance with EPA Method 1631, Revision C, "Mercury in Water by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry". The quantification level for total mercury shall be 0.5 ng/L, unless a higher level is appropriate because of sample matrix interference.

Guidance for "clean hands/dirty hands" technique is contained in EPA Method 1669, Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels (Sampling Guidance), EPA-821-R96-001, July 1996.

Sampling results shall be reported to the Wastewater Treatment Division within 5-7 days of Vendor's receipt of samples with a PDF copy emailed to IPP Manager at the WWTP.

### **Field Collection**

The City of Saginaw WWTP is currently on a quarterly low-level mercury sampling frequency. The vendor will be required to collect one influent and one effluent sample on a quarterly basis, which shall include all QA/QC samples required by EPA method 1631. The City of Saginaw WWTP may require the vendor to perform additional low level mercury sampling if retests are necessary or NPDES permit requirements change.

### **Lab Analysis Only**

City of Saginaw personnel will collect the samples for low-level mercury analysis.

**(7/1/2022 – 6/30/2023)**

<b>ITEM</b>	<b>QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT COST PER TEST</b>	<b>TOTAL COST</b>
1	75	EA	TESTING FOR TOTAL TOXIC ORGANICS (TTO).	\$ _____	\$ _____
2	25	EA	TESTING FOR TTO ACID	\$ _____	\$ _____
3	25	EA	TESTING FOR TTO BASE/NEUTRAL	\$ _____	\$ _____
4	25	EA	TESTING FOR TTO-VOC's	\$ _____	\$ _____
5	50	EA	TESTING FOR BTEX	\$ _____	\$ _____
6	75	EA	TESTING FOR AMENABLE CYANIDE	\$ _____	\$ _____
7	25	EA	TESTING FOR TOTAL CYANIDE	\$ _____	\$ _____
8	100	EA	TESTING FOR FATS, OILS & GREASES (FOG)	\$ _____	\$ _____
9	4	EA	TESTING FOR ANTIMONY	\$ _____	\$ _____
10	100	EA	TESTING FOR ARSENIC	\$ _____	\$ _____
11	4	EA	TESTING FOR BERYLLIUM	\$ _____	\$ _____
12	100	EA	TESTING FOR CADMIUM	\$ _____	\$ _____
13	100	EA	TESTING FOR CHROMIUM	\$ _____	\$ _____
14	100	EA	TESTING FOR COPPER	\$ _____	\$ _____
15	100	EA	TESTING FOR LEAD	\$ _____	\$ _____
16	4	EA	TESTING FOR LITHIUM	\$ _____	\$ _____
17	100	EA	TESTING FOR NICKEL	\$ _____	\$ _____
18	100	EA	TESTING FOR SELENIUM	\$ _____	\$ _____
19	4	EA	TESTING FOR SILVER	\$ _____	\$ _____
20	4	EA	TESTING FOR THALLIUM	\$ _____	\$ _____
21	100	EA	TESTING FOR ZINC	\$ _____	\$ _____
22	100	EA	TESTING FOR MERCURY-COLD VAPOR	\$ _____	\$ _____



ITEM	QTY	UOM	DESCRIPTION	UNIT COST PER TEST	TOTAL COST
23	12	TRIPS	TESTING FOR MERCURY-PURGE & TRAP WITH FIELD COLLECTION ONE INFLUENT SAMPLE COLLECTION AND ANALYSIS ONE EFFLUENT SAMPLE COLLECTION AND ANALYSIS QA/QC SAMPLES AND ANALYSIS PROVIDED IN ACCORDANCE WITH METHOD 1631	\$ _____	\$ _____
24	24	EA	TESTING FOR MERCURY-PURGE & TRAP, LAB ANALYSIS ONLY no field collection	\$ _____	\$ _____
25	250	EA	PCB TESTING	\$ _____	\$ _____
<b>TOTAL COST</b>					<b>\$ _____</b>



**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 <a href="http://www.saginaw-mi.com">www.saginaw-mi.com</a> , 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?<br>a. Multiple year bids should be added together to get your total.<br>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. The **AIA Document A310 – 2010 bid bond** is the preferred format. **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  
2406 VETERANS MEMORIAL PKWY  
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.



(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 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. The **AIA Document A310- 2010 bid bond** is the preferred format. 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.

