



DATE: SEPTEMBER 27, 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: #P1897-23

DUE BY: OCTOBER 11, 2022 @ 3:00 PM

THE CITY OF SAGINAW IS SOLICITING SEALED BID PROPOSALS FOR CEMETERIES GROUNDS MAINTENANCE WITH 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. WE RESERVE THE RIGHT TO AWARD THIS BID IN PART OR WHOLE AS IT BEST BENEFITS THE CITY OF SAGINAW.

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.

WALK THROUGH:

A Walk Through is scheduled for Wednesday, October 5, 2022 at 10:00 AM. Interested bidders should meet at the Forest Lawn Cemetery, 3210 S. Washington Ave., Saginaw, MI 48601.

For questions concerning the specifications or walk through please contact Jay Gustin at (989) 759-2191 or email jgustin@saginaw-mi.com.

SPECIFICATIONS:

Scope of Work:

The City of Saginaw desires mowing, trimming, and debris & litter removal services for the City Cemeteries to maintain an acceptable appearance of the cemetery grounds, as per the specifications contained herein. The work shall include all labor, materials, supplies, tools, and equipment, and incidentals for the proper turf mowing, trimming, spring and fall cleanups, and disposal of materials from Forest Lawn, Oakwood and Brady Hill Cemeteries.

The work shall include, but not be limited to the following: spring and fall cleanup, mowing, trimming, cleaning of grass clippings, proper removal and disposal of leaves/branches and twigs/trash/debris/litter including dead or fallen plant materials etc.

The work shall be done in a professional/courteous manner to always respect any burial service that may be occurring at the time of service by stopping mowing and trimming until the burial service is completed. The contractor will train its crew members to respect the solemn dignity of the cemetery, avoiding loud talking, running, etc.

Special care shall be taken when mowing and trimming around grave markers to not cause damage to the grave markers, flower urns or flags.

Starting with the spring cleanup, all services shall provide for the best possible condition at all times, subject to review of the City's foreman and administrator.

All work shall be performed on predictable, regular intervals as per the specifications, industry standards similar to a high-quality residential lawn under professional lawn care maintenance and as directed by the project manager. All work will be performed in a professional and workmanlike manner by experienced and well-trained personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.

The Contractor shall at all times keep all areas in a clean and safe condition. Removal of all waste, parts, etc. and the proper disposal thereof shall be the responsibility of the Contractor.

Spring Cleanup:

Description:

All lawn and planting areas shall be cleaned of leaves, branches, litter, and debris by means of raking, blowing, and/or light dethatching. All materials removed shall be swept up and/or vacuumed and disposed of properly leaving sidewalks, curbs, both sides of fence lines and surrounding areas clean.

Frequency/Scheduling:

All spring cleanup work shall be scheduled and completed prior to April 30th of each year. **It is imperative that all cemeteries have a well-maintained appearance for the Memorial Day Holiday each year. ALL MOWING AND TRIMMING WORK MUST BE COMPLETED WITHIN 2 DAYS OF THE SATURDAY BEFORE MEMORIAL DAY.**

Fall Cleanup:

Description:

Leaves, branches, litter and debris shall be cleaned from the lawns by means of raking, blowing and vacuuming. All materials removed shall be swept up and/or vacuumed and disposed of properly leaving sidewalks, curbs, both sides of fence lines and surrounding areas clean. **Mulching of leaves is not an acceptable alternative to removal and disposal.**

Frequency/Scheduling:

Leaf cleanup will occur during the routine, weekly scheduled mowing visits throughout the fall season. All work shall be scheduled and completed by November 30th of each year. Leaves, branches, litter and debris shall be cleaned from lawns by means of raking, blowing and vacuuming. All materials removed shall be swept up and/or vacuumed and disposed of properly leaving sidewalks, curbs, both sides of fence lines and surrounding areas clean. If necessary and weather permits, a final cleaning of all lawn areas in December may be permitted at the discretion of the City's foreman and administrator. Blowing leaves into wooded areas or under shrubs is unacceptable.

All leaf disposals will be the responsibility of the contractor. Collected leaves at Forest Lawn, Oakwood and Brady Hill Cemeteries must be disposed of offsite. Leaf material disposal is the sole responsibility of the contractor. Saginaw's composting facility can be used.

Lawn Mowing, Trimming:

Description: Routine lawn mowing and trimming are required to maintain a manicured, uniform, dense stand of turf during the entire growing season, approximately April 1 through November 15.

Memorial Day:

Each year, the Memorial Day holiday is extremely important to Saginaw City Cemetery customers. All City Cemeteries must have a well maintained appearance with all turf and all trimming complete for Memorial Day of each year. Trimming and mowing must be completed within 2 days prior to Memorial Day weekend. If the mowing and trimming cycle is completed farther out than 2 days the entire cemetery **MUST** be revisited with all work completed prior to Memorial Day. Vendors are eligible to invoice for this additional visit as long as all areas are complete. Vendors cannot invoice for incomplete cycles.

Frequency/Scheduling:

All mowing shall be done with clean, freshly sharpened and properly adjusted rotary or reel type mowing equipment.

Typical mowing and trimming rotation shall be weekly from the last full week in April until the first full week of July (11 weeks) and biweekly from the 2nd full week in July until the end of mowing season; For a minimum total of 21 mows/trims. Additional mows can be added as needed but shall not exceed 26 mows/trims per season. Additional mowing and trimming cycles over 21 must be approved by the foreman and administrator prior to performance. Any unapproved mowing and trimming will be done at the Contractor's expense. Number of mowing/trimming cycles in a season shall not exceed 26.

The first mowing will occur during the last full week of April. The final mowing shall occur at the end of the fall growing season as determined by a stop in growth of the leaf blades. Turf height shall be maintained at three (3) inches. All trimming operations shall occur simultaneously with mowing operations. **Trimming adjacent to and between grave markers, along the inside and outside of fence lines, and along curbs shall be performed in a way as to not damage any private or public property per the specifications described in the "Cleanup of Grass Clippings" section below.**

In all City Cemeteries, blocks closest to main roads shall be mowed first with the interior blocks of the cemetery being mowed last during a cycle. All areas of each block must be mowed and trimmed within each mowing cycle. Mowing direction shall be varied (whenever possible) with each mowing to change the patterns of wear and cut. Trimming around trees, fences, under large shrubs, grave markers and other objects in the lawn area shall be performed whenever mowing occurs. If multiple cemeteries are awarded to one vendor, all turf maintenance and trimming shall be complete in one cemetery prior to mobilizing operations to another.

Special care shall be taken to not damage grave markers and other objects when trimming. Wheel ruts and turning divots, caused by fast operation of zero-turn type mowers and/or mowing on wet turf, shall be remediated and turf restored at the time of damage. Any damage shall be reported to the City's foreman and administrator within 24 hours of the occurrence.

Litter and debris (including sticks and branches) shall be removed and disposed of before mowing begins and shall be considered part of Mowing and Trimming operations. Piling of collected sticks and other organic debris, at the bases of trees or on roadsides throughout the cemeteries **is not allowed**.

Cleanup of Grass Clippings:

In cases where cutting of long grass results in windrowed debris, it is expected that the Contractor will cleanup all windrowed cuttings on the **same day** it was mowed. This may be accomplished by performing a second mow, perpendicular to the first, on the affected area, per the discretion of the City's foreman and administrator. Remove any clippings or leaves blown onto monuments, markers, paved areas or walkways during mowing on the same day as mowed.

All walks, ground cover beds, parking areas, roads, drives, sidewalks, steps, window wells, fence lines and related areas shall be free of clippings or related mowing and plant maintenance waste, debris or litter before mowing is considered complete and before the Contractor leaves the job site. All roads should be blown off to remove clippings and other organic debris at the completion of mowing operations.

Blowing of grass clippings into roadways **is not allowed**. All cemetery roads shall be clear of grass clippings and debris at the end of each mowing and trimming performed.

Performance Inspections:

Regular inspections shall be made by the City's foreman and administrator on the work sites and shall be made with or without the Contractor. During the inspection, it shall be at The City's discretion whether the facilities have a satisfactory or unsatisfactory appearance. Should the foreman and administrator determine any or all facilities are not in satisfactory condition, the foreman and administrator will make written recommendations to the Contractor as to corrections. The Contractor shall make corrections within the time frame established by The City. All work shall be performed in accordance with nationally-recognized standards and applicable codes and in a fashion so as not to cause an unreasonable risk of harm to The City, its employees or its residents.

Further, if the Contractor has assigned this work to subordinates, the Contractor shall also perform at minimum a bi-weekly inspection of the work sites.

Equipment:

Contractor shall maintain his/her equipment in good operational condition. Inability to perform contractual functions due to equipment failure shall not be allowed and may be justification for cancellation of the contract by The City.

Traffic Control:

When and where applicable, the Contractor is responsible for complying with all State and City requirements for signage and traffic control whenever working on or adjacent to roadways. All costs for traffic signage and/or control shall be included in the pricing proposed. The City shall not be responsible for any failure to adhere or follow any applicable laws, rules, and regulations, or for any penalties incurred in relation to any failure.

Qualification of Contractor's Employees:

Any inability by the Contractor for any and all reasons to maintain a regular and consistent work force may result in default of this contract.

Protection of Work and Property:

The Contractor shall be responsible for protecting and preserving from damage, any facilities and building structures which are not required to be disturbed by the requirements of the work.

The Contractor will be held responsible for all property damage, including negligence in the course of performing the work. Any property damaged during the course of the work shall be restored by the Contractor to a condition that is equivalent to the condition before the damage was done. All repairs or replacements must be approved in advance by the City's foreman and administrator. Any damage shall be reported to the City's foreman and administrator within 24 hours of the occurrence.

All damaged items must be replaced or returned to their original condition within fourteen (14) calendar days or less. The City will determine whether or not the Contractor is qualified to make the required replacements. If the Contractor is not qualified to make the repair or replacement, The City will make them at the Contractor's expense.

Employee Identification:

All Contractors' employees providing services for the purposes of this contract shall wear an identifiable jacket, vest, smock, or uniform with the Contractor's identification boldly displayed across the back or the front. Individual employee name badges shall be required to be worn while on City property, no exceptions.

Locations:

Forest Lawn Cemetery, 3210 South Washington Avenue

Brady Hill Cemetery, 300 Block of East Remington Avenue

Oakwood Cemetery, 6100 Gratiot Road

COST SHEET

ITEM

YEAR 1 YEAR 2 YEAR 3

Forest Lawn Cemetery (See Exhibit A)

- | | | | | | |
|----|------------|---------------------------------------|------------|------------|------------|
| 1. | 1 Lump Sum | Spring Clean-up, Forest Lawn | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 3210 S. Washington Ave. | | | |
| 2. | 1 Lump Sum | Fall Leaf Removal, Forest Lawn | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 3210 S. Washington Ave. | | | |
| 3. | 1 Each | Mowing & Trimming, Forest Lawn | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 3210 S. Washington Ave. | | | |
| | | Pricing shall be for each occurrence. | | | |
| | | The estimated minimum quantity | | | |
| | | Per season are 21 mows/trims. | | | |

Oakwood Cemetery (See Exhibit B)

- | | | | | | |
|----|------------|---------------------------------------|------------|------------|------------|
| 1. | 1 Lump Sum | Spring Clean-up, Oakwood | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 6100 Gratiot Road | | | |
| 2. | 1 Lump Sum | Fall Leaf Removal, Oakwood | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 6100 Gratiot Road | | | |
| 3. | 1 Each | Mowing & Trimming, Oakwood | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 6100 Gratiot Road | | | |
| | | Pricing shall be for each occurrence. | | | |
| | | The estimated minimum quantity | | | |
| | | Per season are 21 mows/trims. | | | |

Brady Hill Cemetery (See Exhibit C)

- | | | | | | |
|----|------------|------------------------------------------|------------|------------|------------|
| 4. | 1 Lump Sum | Spring Clean-up, Brady Hill | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 300 Block of E. Remington Ave. | | | |
| 5. | 1 Lump Sum | Fall Leaf Removal, Brady Hill | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 300 Block of E. Remington Ave. | | | |
| 6. | 1 Each | Mowing & Trimming, Brady Hill | \$____/Ls. | \$____/Ls. | \$____/Ls. |
| | | Cemetery, 300 Block of E. Remington Ave. | | | |
| | | Pricing shall be for each occurrence. | | | |
| | | The estimated minimum quantity | | | |
| | | Per season are 21 mows/trims. | | | |

QUESTIONNAIRE

Bidders are required to complete the information as requested herein. Failure to do so may result in the bid being rejected as non-responsive.

List three (3) references, other than The City of Saginaw, for similar or exact service contracts your company currently maintains or has provided to other agencies or organization of similar size and scope within the previous 24 months. Include the company name, address and location, contact name and information:

Company Name	Address/City	Phone #	Contact Person

Company Experience:

Provide a brief summation of your company's history and credentials including year established, principal owner(s) and officers, the number of continuous years your company has been in business as provider of the services specified, affiliations, awards, etc.:

Specify number of years your company has provided professional mowing services: ____/years

Classifications:

List all classifications of labor normally used for the specific kind of work as described herein. List number of employees in each classification, and their experience.

Classification	Number of Employees	Combined Experience (Years)

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, 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
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.

(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, 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**

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

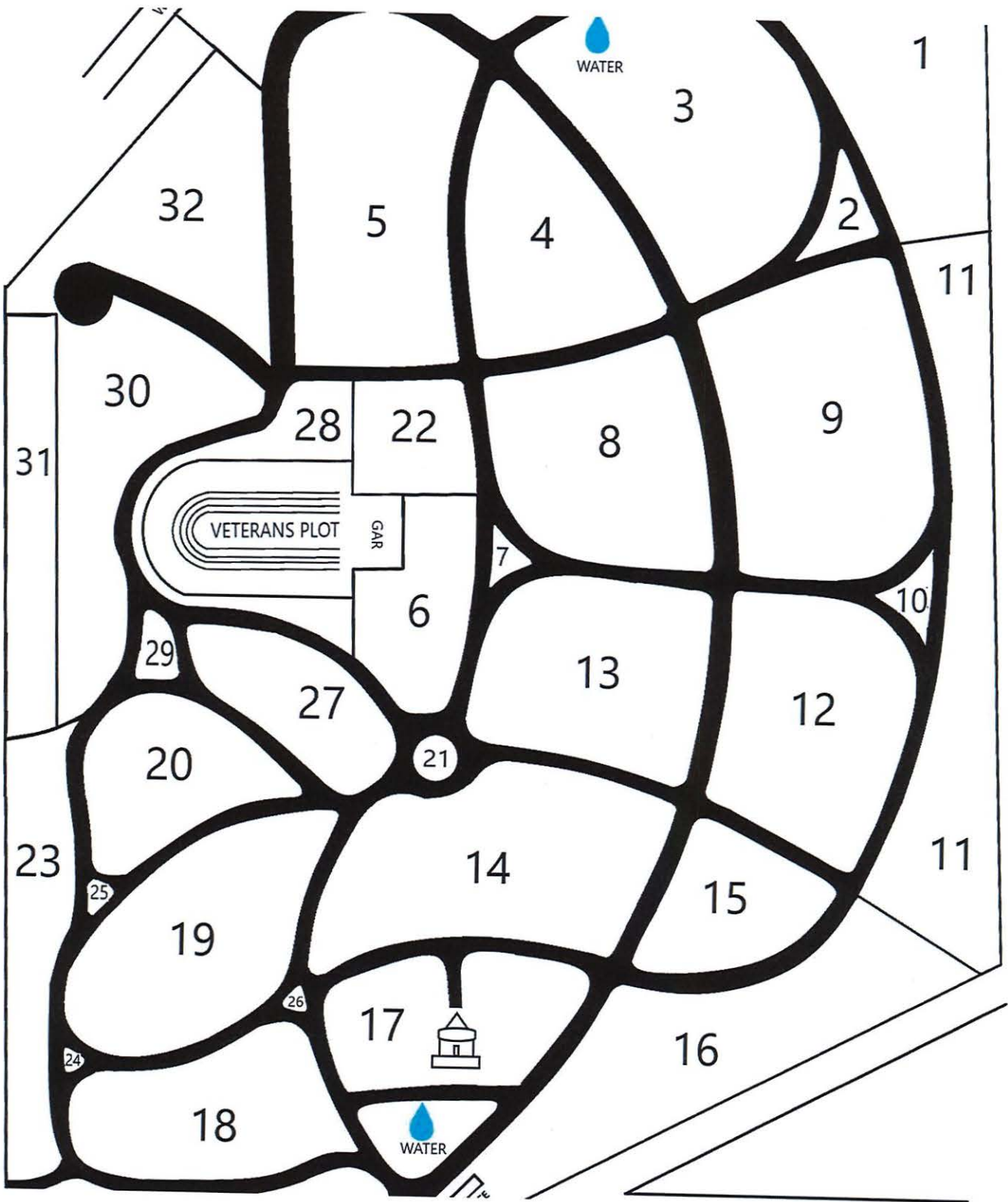
The City of Saginaw has a Contract Compliance Ordinance which requires bidders to submit documentation furnished by the City indicating compliance with the Ordinance. Contract compliance forms must be sent to the City Purchasing Office; 1315 S. Washington Avenue; Saginaw, Michigan 48601. Forms may be 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.

Exhibit A

FOREST LAWN CEMETERY





M-46 - 2nd St

MURRAYNETTE

