

CITY OF FLINT
FINANCE DEPARTMENT - DIVISION OF PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street, M203 – Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240 www.cityofflint.com TDD 766-7120



Dr. Karen W. Weaver
Mayor

REQUEST FOR PROPOSAL

OWNER/RETURN TO:

THE CITY OF FLINT
FINANCE DEPARTMENT - DIVISION OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL NO.: 18000505

SCOPE OF WORK:

The City of Flint, Finance Department – Division of Purchases & Supplies, is soliciting sealed proposals for providing:

Supply of Liquid Sulfur Dioxide @ Water Pollution Control

Per the attached additional requirements.

If your firm is interested in providing the requested goods or services, please submit one (1) original and one (1) copy of your detailed proposal to the City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, **Tuesday, April 4, 2017 @ 3:00 PM (EST)**. Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Proposals must be in a sealed envelope clearly identifying the proposal and number. Faxed proposals into the Finance Department - Division of Purchases and Supplies are not accepted.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Any questions regarding the proposal process may be directed to Bryan D. Bond in writing by no later than 3/28/17 to bdbond@cityofflint.com.

Sincerely,

A handwritten signature in blue ink that reads "Bryan D. Bond".

Bryan D. Bond
Finance Department – Division of Purchases and Supplies

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Proposer finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department before any Pre-Bid Question Deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Proposer must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Proposals must be submitted to the Finance Department – Purchases and Supplies, City of Flint, 1101 S. Saginaw Street – Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Proposer's responsibility to insure that its' proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Proposals must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Proposer's name.
 - d) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposals (RFP), and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the proposal are the Proposer's sole responsibility; no pre-bid costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion

as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the proposal, the City of Flint will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected.

- 5) **DUPLICATE BIDS:** No more than one (1) proposal from any Proposer including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Proposer is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the City of Flint if the Proposer is determined to be the lowest Responsive and Responsible Proposer.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total proposal to the lowest responsive, responsible Proposer. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Proposer.
- 11) **NO RFP RESPONSE:** Proposers who receive this RFP but who do not submit a proposal should return this RFP package stating "No Proposal" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Proposer's name from all future lists.

- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - © The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a period of one hundred twenty – (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Proposer is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The proposer shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint,

applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

- 20) **LOCAL PREFERNECE:** Proposers/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the city council. If the lowest non-local bidder does not exceed that of any proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The proposer agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the proposer by him/her or by others employed by him/her and working under his/her direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the proposer maintaining his/her operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Proposer, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The proposer acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other proposer.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.

- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **PREVAILING WAGE:** If applicable, the successful proposer providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution. The prevailing wage information is available on the city's website @ www.cityofflint.com.
- 29) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to ½% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 30) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of proposer's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 31) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 32) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 33) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 34) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected

therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

- 35) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 36) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 37) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 38) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 39) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

- 43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 44) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 45) **INSURANCE/WORKER'S COMPENSATION:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.
- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.
 - (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
 - (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."
 - (d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor

to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the “Certificate Holder.” Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

REQUIREMENTS / TABULATION

**Water Pollution Control
G-4652 Beecher Rd.
Flint, MI 48532**

FY 2018 WPC LIQUID SULFUR DIOXIDE

SUPPLY LIQUID SULFUR DIOXIDE ON AN AS-NEEDED BASIS AS OUTLINED.

FURNISH AS REQUESTED FOR THE PERIOD OF 07/01/2017 TO 06/30/2018. QUANTITIES (DOLLAR AMOUNTS) ARE NOT GUARANTEED.

PRICE PER PROPOSAL# 18000505

FOR FURTHER INFORMATION CONTACT ROBERT J. CASE, WPC SUPERVISOR OR PLANT OPERATIONS AT 810-766-7210 EXTENSION 3626.

Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal or exceeding" specification. Mfg., model #, and supporting documentation of specifications for alternates must be provided.

PROPOSAL

Proposal of _____ (hereinafter called **Proposer**), organized and existing under the laws of the State of _____ doing business as _____ ('Corporation', 'Partnership', 'Individual' as applicable) to the City of Flint, Michigan (hereinafter called **Owner**).

In compliance with the **Owner's** Request for Proposals, **Proposer** hereby proposes to supply Liquid Sulfur Dioxide in 2,000 pound cylinders in strict accordance with the Specifications at the price stated below.

By submission of this proposal each **Proposer** certifies (in case of a joint proposal, each party thereto certifies as to his own organization) that this proposal has been arrived at independently and without consultation, communication, or agreement with any other proposers or with any competitor.

Proposer hereby agrees to supply Liquid Sulfur Dioxide for a one (1) year period from 07/01/2017 to 06/30/2018 as detailed in the **Specifications** at the rate of \$_____ per 2000 pound (1 ton) cylinder, F.O.B. Destination Sulfur Dioxide Building, Water Pollution Control Facility, G-4652 Beecher Road, Flint, Michigan 48532.

Cylinder deposit \$_____ Point of shipment _____ Carrier(s) _____

Lead time required to fill an order shall be no more than 24 hours.

The **Proposer** understands that the **Owner** reserves the right to reject any and all proposals and that no guarantee of quantity under this proposal is implied.

Dated and signed this ____ day of _____, 2017

Submitted by:

(Signature)

(Title)

(Address)

(City, State)

(Telephone) (Fax)

(Email/Website)

INSTRUCTIONS TO PROPOSERS

RECEIPT OF PROPOSAL

Sealed proposals are invited for the supply of Liquid Sulfur Dioxide listed as "Supply Liquid Sulfur Dioxide" for the City of Flint, Michigan and will be received by the City of Flint Finance Department, Office of Purchases and Supplies, Room 203, City Hall, 1101 South Saginaw Street, Flint, Michigan 48502, up to 3:00 P.M. local time on, _____ at which time they will be opened and publicly read.

Proposals shall be submitted in duplicate.

RELEASE OF SPECIFICATIONS

Specifications may be procured by **Proposers** from the Finance Department, Office of Purchases and Supplies, Room 203, City Hall, 1101 South Saginaw, Flint, Michigan 48502.

LOCAL PREFERENCE

Proposers located within the corporate limits of Flint, Michigan, may be given a seven-percent (7%) competitive advantage.

GENERAL CONDITIONS

QUANTITIES

The quantity of material required will be approximately 46 tons per the requirements of the **Owner**. No guarantee of quantity is implied under the terms of this proposal. **Proposer** shall have no claim for loss of anticipated profits or any other damages due to any deductions from or additions to these quantities.

DELIVERIES

All deliveries shall arrive between the hours of 9 a.m. and 2 p.m. local time, Monday through Friday. All overtime costs incurred by the **Owner** due to the **Carrier's** failure to make delivery between the hours of 9 a.m. and 2 p.m. shall be charged to the **Proposer's** account. The Owner reserves the right to schedule deliveries during off hours with no additional cost.

Two thousand (2000) pound cylinder deliveries shall be made to the Sulfur Dioxide Building, City of Flint, Water Pollution Control Facilities, G-4652 Beecher Road, Flint Michigan 48532. Cylinders shall be removable from the side of the trailer.

Owner's employees will assist the carrier in unloading cylinders, using an **Owner** supplied over-head monorail hoist.

CYLINDER RETURNS

Any costs associated with the return of empty cylinders shall not be charged to the **Owner**. **Owner** reserves the right to return full or partially full cylinders with no penalty or other additional charges. **Proposer** shall credit the **Owner** with all returns.

DEPOSITS

Deposits, if required, shall be paid only on containers on-site at the City of Flint, Water Pollution Control Facility. Immediate credit upon cylinder pick-up shall be given at the time of truck departure.

PROPOSAL COVERAGE

The period covered by the proposal shall be one (1) year from the date of issuance of a purchase order by the **Owner**, the year being July 1, 2017 to June 30, 2018.

FAILURE TO DELIVER MATERIAL

Should the **Proposer** fail to deliver the material specified in the amount ordered, the **Owner** reserves the right to procure such material as has been ordered from other sources. If the cost of the material purchased is greater than the amount specified under the terms and conditions of the **Specifications**, the difference shall be charged to the **Proposer**.

REQUIRED DOCUMENTATION

Upon delivery **Proposer** shall provide each container with identity tags indicating the following: container identification number; container tare weight; appropriate safety kit identity to address leaks; date cylinder was last cleaned and dried; date valves were last maintained; and date fusible plugs were last maintained.

Proposer shall furnish a receipt of materials specifying the number of cylinders delivered and the blanket purchase order number as issued by the **Owner**. **Proposer** shall furnish a Return of Goods form specifying the identification numbers and quantity of cylinders returned.

Proposer shall furnish the **Owner** a copy of the Material Data Safety Sheet for Liquid Sulfur Dioxide prior to initial shipment of materials. **Carrier** shall also have a copy of the latest Material Data Safety Sheet for Liquid Sulfur Dioxide located in the truck cab and provide a copy to the **Owner** with each delivery.

BILLING PROCEDURE

Proposer shall submit invoices to: accountspayable@cityofflint.com with the valid City of Flint purchase order number assigned to this agreement clearly indicated on each invoice submitted.

The City now conducts all business using electronic fund transfers exclusively. Vendors must become enrolled in the City's financial system (Payables) by submitting a form W-9, which is available on the City's website or through its Finance Department.

MATERIAL SPECIFICATIONS

GENERAL

All products delivered shall comply with American Water Works Association Standard ANSI/AWWA B512-91.

CONTAINER SPECIFICATIONS

Shipping containers shall be standard 2,000 pound cylinders, which comply with Pamphlet 17 of the Chlorine Institute requirements. Cylinders shall be clearly tagged and labeled, with return tags provided by the **Proposer**.

Cylinders shall be cleaned and dried before shipping and provided with Sherwood type valves for controlling the flow of all sulfur dioxide. The valves must have a minimum of 3 and a maximum of 8 threads showing on each valve, and cannot be oversized.

The **Proposer** is responsible for using only containers and valves compatible with the City's equipment. Any shipments sent in defective or incompatible containers will be returned to the Vendor at the Vendor's expense. Defective containers include those with cracks or leakage of any kind from cylinder walls, valves or fusible plugs.

The **Proposer** shall provide the gasket material required (two 3/32" thick lead washers) with each drum to insure a gas-tight connection (no detectable leakage) to the **Owner's** equipment.

Proposer shall provide cylinder tare weights for all cylinders delivered.

CHEMICAL SPECIFICATIONS

Material provided shall be 99.9% pure (by weight), Liquid Sulfur Dioxide, free from fluorine or any other compounds which would corrode or harm the **Owner's** equipment. **Owner** reserves the right to return to the **Proposer** at the **Proposer's** expense, any material deemed unfit.

TRAINING

The **Proposer** shall provide on-site training for the **Owner's** personnel, conducted by a DOT/EPA/OSHA Certified Instructor.

Training shall include:

- Safe handling of Sulfur Dioxide;
- Safe storage of Sulfur Dioxide;
- Use of Type "B" Cylinder repair kits; and
- Drum changing.

Dates/times for classes shall be mutually agreed upon, with multiple classes scheduled to include workers from all shifts. **Proposer** shall agree to allow video recording of training to be utilized by Owner.

There shall be at least two (2) and no more than four (4) such classes. Each class shall be a minimum of four (4) hours.

Vendors may include separate charges for the training in their proposal. If there are separate charges, the cost for the minimum and maximum shall be provided. Proposal evaluation will include these charges, and be based on maximum training costs. Individual training certificates for each employee shall be issued to the **Owner** within thirty (30) days of completion.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in () days ARO (after receipt of order).

Payment Terms: _____ Delivery Dest.: _____ Fed. ID #: _____
(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME (Respondent): _____

(Printed)

ADDRESS : _____

CITY/STATE/ZIP : _____
PHONE : _____ FAX: _____
EMAIL : _____
PRINT NAME and Title : _____
(Authorized Representative)
SIGNED : _____ DATE: _____
(Authorized Representative)

Please submit original documents plus one copy.

New vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF

S.S.

COUNTY OF

..... being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State,
this day of, A. D. 20.....,

.....

*Notary Public,County,.....

My Commission expires, 20.....

FOR CORPORATION

STATE OF

S.S.

COUNTY OF

..... being duly sworn, deposes and says
that he is..... of
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at, in said County and State,
this day of, A. D. 20.....,

.....

*Notary Public, .. County,.....

My Commission expires....., 20.....

FOR PARTNERSHIP

STATE OF.....

S.S.

COUNTY OF

....., being duly sworn, deposes and says that he is a member of the firm of
....., a co-partnership, making the above bid; that he is duly authorized to make said bid in behalf of said co-partnership; that said bid is genuine and not sham of collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State
this day of, A. D. 20

.....

*Notary Public,

County,.....

My Commission expires, 20

FOR AGENT

STATE OF

S.S.

COUNTY OF

..... being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of
....., the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State,
this day of, A. D. 20

.....

* Notary Public,..... County,.....

My Commission expires, 20

NOTE: If executed outside of the State of Michigan, certificate by Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.