

**CITY OF FLINT, MICHIGAN**  
**FINANCE DEPARTMENT**  
**DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

**CITY OF FLINT PROPOSAL NO. 21000501**  
**SUPPLY PHOSPHORIC ACID 75% NSF GRADE**  
**FOR WATER PLANT**

Date Posted: 04/17/20

## **CITY OF FLINT PROPOSAL NO.21000501**

### **SUPPLY PHOSPHORIC ACID 75% NSF GRADE FOR WATER PLANT**

On Tuesday, March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On Thursday, March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19. On Sunday, March 15, 2020, effective March 17, 2020, Mayor Neeley, based on the COVID-19 public health threat, closed City Hall to the public. Residents were asked to take precautionary measures. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a State of Emergency.

Based on the White House guidelines issued on March 16, 2020, and continued on March 30, 2020, for an additional 30 days, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. On March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life, prohibiting "in-person" work with exceptions for essential and critical infrastructure workers.

**FOR THE TIME BEING,  
BIDS WILL ONLY BE ACCEPTED BY MAIL**

Please note: All detailed bids received after 1:00 PM (EST) of the due date will not be considered. Bids must be in a sealed envelope clearly identifying the proposal title and number. Faxed bids are not accepted.

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**CITY OF FLINT**  
**FINANCE DEPARTMENT**  
**DIVISION OF PURCHASES AND SUPPLIES**  
City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502  
(810) 766-7340 [www.cityofflint.com](http://www.cityofflint.com)

**INVITATION TO BID**

**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: 21000501**

**SCOPE OF WORK:**

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

**SUPPLY PHOSPHORIC ACID 75% NSF GRADE @ WATER PLANT**

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and one (1) printed copy of your detailed bid to the City of Flint, Finance Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **May 6, 2020 at 1:00 PM (EST)**. Please note: all detailed bids received after 1:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the proposal and number. Faxed bids are not accepted.

The City reserves the right to waive any irregularities and accept or reject any or all proposals submitted. The City is an equal opportunity employer.

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 ONLY a Vendor ACH Payment Authorization Form if awarded bid 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 EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid. <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Any questions regarding the proposal process may be directed to Joyce McClane in writing by no later than **April 27, 2020** before 12:00 PM to [jmcclane@cityofflint.com](mailto:jmcclane@cityofflint.com).

The City of Flint may hold proposals for a period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award.

The bidder 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 bidder.

Sincerely,



Joyce A. McClane, CPPB  
Purchasing Manager

## INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid 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 Bid, 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 Bidder must include the following items, or the proposal may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Bids must be submitted to the Finance Department of 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 Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, 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) Bids 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 Bidder's name.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor 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 bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. 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:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. 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 bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder 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 bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids 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 bid 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 Bidder 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) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid 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 Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.
  - (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
  - (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent 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 unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
  - (c) 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.
  - (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
  - (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders 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:** Bidder 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 Bidder 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 PREFERENCE:** Contractors/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 Bidder 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 Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their 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. Bidder, 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 Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) 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 she/he/they and said bidder have not directly induced or solicited any other person(s)

or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 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:** Bidder 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) **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 1/2% 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.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder'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.

- 30) **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.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **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.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others 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 Bidder'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 Bidder 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. *These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.*
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **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.

- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.
- 40) **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.
- 41) **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.
- 42) **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.
- 43) **PREVAILING WAGE:** When applicable, all work for state and federal funded projects must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at:  
<https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **BONDS – PAYMENT AND PERFORMANCE:** The City of Flint may request that before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as

the “governmental unit”, is awarded, the proposed contractor, hereinafter referred to as the “principal contractor”, shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract to the principal contractor. However, if the principal contractor is a common carrier as defined in section 3 of Act No. 300 of the Public Acts of 1909, as amended, being section 462.3 of the Michigan Compiled Laws, or the designated operator of a state subsidized railroad, the principal contractor may provide an irrevocable letter of credit from a state or national bank or a state or federally chartered savings and loan association instead of the bonds. Neither the invitation for bids, nor any person acting, or purporting to act, on behalf of the governmental unit shall require that the bonds be furnished by a particular bank or surety company, or through a particular agent or broker, or through a bank, company, agent, or broker in any particular locality.

#### **Payment Bond**

The payment bond shall be in a minimum amount of 25% of the contract amount solely for the protection of claimants, as defined in section 6, supplying labor or materials to the principal contractor or his subcontractors in the protection of the work provided for in the contract. Payment bond shall be set by the City of Flint and shall be agreed upon by parties of any contract.

#### **Performance Bond**

The performance bond shall be in a minimum amount of 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract. Performance bond shall be set by the City of Flint and shall agree upon by parties of any contract.

- 45) **INSURANCE/WORKERS 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 one certificate of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. PJI 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 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 to 1101 S. Saginaw St., Room 203, Flint, MI 48502 Phone: (810)766-7340 Fax: (810) 766-7240 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.

**LEAVE BLANK INTENTIONALLY**

**REQUIREMENTS/TABULATIONS**

**Water Plant  
4500 N. Dort Highway  
Flint, MI 48505**

FY20/21 PHOSPHATE 75% NSF GRADE IN 275 GALLON TOTES

**FURNISH AS REQUESTED FOR THE PERIOD 7/1/2020 TO 6/30/2022 (two years)**

ESTIMATED 20,000 GALLONS INCLUDING CONTINGENCIES

APPROXIMATE QUANTITIES ARE NOT GUARANTEED

- 1. PRODUCTS NEED TO BE TRANSPORTED IN AN ENCLOSED TRAILER**
- 2. DRIVER MUST MANIPULATE HIS OWN TOTES WHILE ON THE TRAILER WITH NO HELP FROM CITY WORKERS**
- 3. HEIGHT OF TOTES NOT TO EXCEED 50"**

FOR MORE INFORMATION CONTACT (810) 787-6537, EXT 3519

**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**

**CITY OF FLINT PROPOSAL NO.21000501 – SUPPLY PHOSPHORIC ACID 75% NSF GRADE**

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 **Phosphoric Acid 75% NSF Grade** 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 **Phosphoric Acid/Phosphate 75% NSF Grade for a two (2) year period from 07/01/2020 to 06/30/2022** as detailed in the **Specifications** at the rate of \$\_\_\_\_\_ per gal., in 275 gallon totes, F.O.B. Destination, City of Flint Water Treatment Plant, 4500 North Dort Highway, Flint, Michigan 48505.

**Container 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 \_\_\_\_\_, 2020

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email/Website)

## **INSTRUCTIONS TO PROPOSERS**

CITY OF FLINT PROPOSAL NO.21000501 – SUPPLY PHOSPHORIC ACID 75% NSF GRADE

### **RECEIPT OF PROPOSAL**

Sealed proposals are invited for the supply of **Phosphoric Acid/Phosphate 75% NSF Grade** listed as "Supply **Phosphoric Acid/Phosphate 75% NSF Grade**" 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 1:00 P.M. local time on 5/06/20** 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. If no Flint, Michigan proposals are received, Genesee County, Michigan proposals may receive a three and one half percent (3-1/2%) competitive advantage.

### **GENERAL CONDITIONS**

#### **QUANTITIES**

No guarantee of quantity is implied under the terms of this proposal. The City of Flint is estimating 90,000 gallons annually with a 5% contingency. **Proposer** shall have no claim for loss of anticipated profits or any other damages due to any deductions from or additions to total annual purchase quantities.

#### **DELIVERIES**

All deliveries shall arrive between the hours of 8 a.m. and 5 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 8 a.m. and 5 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.

Deliveries shall be made to the Water Treatment Plant, City of Flint, 4500 N. Dort Highway, Flint Michigan 48505.

### CONTAINER RETURNS

Any costs associated with the return of empty containers shall not be charged to the **Owner**. **Owner** reserves the right to return full or partially full containers 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 Treatment Plant. Immediate credit upon container pick-up shall be given at the time of truck departure.

### PROPOSAL COVERAGE

The period covered by the proposal shall be **two (2) years** from the date of issuance of a purchase order by the **Owner**, the year being **July 1, 2020 to June 30, 2022**.

### 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 container 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 containers 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 containers returned.

**Proposer** shall furnish the **Owner** a copy of the Material Data Safety Sheet for Chlorine / Sodium Hypochlorite prior to initial shipment of materials. **Carrier** shall also have a copy of the latest Material Data Safety Sheet for Chlorine / Sodium Hypochlorite 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](mailto:accountspayable@cityofflint.com)**

**A copy of all invoices shall be sent to:**

Water Treatment Plant  
City of Flint  
4500 N. Dort Highway  
Flint MI 48505

**Failure to provide a copy of the invoice to the Water Treatment Plant will result in a delay of payment. All invoices must indicate the valid City of Flint purchase order number assigned to this agreement.**

## **MATERIAL SPECIFICATIONS**

### **GENERAL**

All products delivered shall comply with all current ANSI/AWWA B507- or most current standards for treatment of drinking water.

### **CONTAINER SPECIFICATIONS**

Shipping containers shall comply with all legal requirements for containment and transport. Containers shall be clearly tagged and labeled, with return tags provided by the **Proposer**. Containers shall be skid-mounted (suitable for fork truck offloading) spider cage protected 275-gallon IBC (Intermediate Bulk Container) NPT threads in bottom sump or approved equal by **Owner**. **OVERALL SHIPPING TOTE HEIGHT MUST NOT EXCEED 50". Container, pallet and forklift forks combined cannot exceed 80". (See attached specification).**

Containers shall be cleaned and dried before shipping as to be free of any contaminants that would alter or exceed acceptable drinking water quality standards.

The **Proposer** is responsible for using only containers that are 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 container walls, valves or fusible plugs.

**Proposer** shall provide tare weights for all containers delivered.

**Treatment Chemical Specifications  
Flint Water Plant**

**Phosphoric Acid/Phosphate – 75% NSF Grade for pH adjustment/corrosion & scale control**

<b>Formula</b>	<b>H<sub>3</sub>PO<sub>4</sub></b>
<b>Nomenclature</b>	<b>Phosphoric Acid Orthophosphoric Acid</b>
<b>CAS Number</b>	<b>7664-38-2</b>
<b>CAS Index Name</b>	<b>Clear, colorless To light yellow</b>
<b>Grade</b>	<b>Food Chemicals Codex</b>
<b>Molecular Weight</b>	<b>98.0 (Solute)</b>

<b>Specifications</b>	<b>75% Solution</b>	<b>80% Solution</b>	<b>85% Solution</b>
<b>Phosphoric Acid H<sub>3</sub>PO<sub>4</sub></b>	<b>75.0% min.</b>	<b>80.0% min.</b>	<b>85.0% min.</b>
<b>Arsenic (As):</b>	<b>3 ppm max.</b>	<b>3 ppm max.</b>	<b>3 ppm max.</b>
<b>Fluoride (F):</b>	<b>10 ppm max.</b>	<b>10 ppm max.</b>	<b>10 ppm max.</b>
<b>Heavy Metals (as Pb):</b>	<b>10 ppm max.</b>	<b>10 ppm max.</b>	<b>10 ppm max.</b>
<b>Typical Properties</b>	<b>75% Solution</b>	<b>80% Solution</b>	<b>85% Solution</b>
<b>Degrees Baume (25°/15.5°C)</b>	<b>53.0</b>	<b>56.2</b>	<b>59.1</b>
<b>Pounds per gallon (20°C)</b>	<b>13.16</b>	<b>13.61</b>	<b>14.08</b>
<b>Freezing Point (°C):*</b>	<b>-17.5</b>	<b>4.6</b>	<b>21.1</b>

The vendor shall contact the Water Plant Supervisor 24 hours prior to delivery to confirm at (810) 787-6537.

Owner reserves the right to return to the Proposer, at the Proposer's expense, any material deemed unfit.

**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

How long will it take to complete this project? \_\_\_\_\_

Terms:\_\_\_\_\_ Dest:\_\_\_\_\_ Fed. ID#:\_\_\_\_\_

CONTRACTOR NAME:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

CITY/STATE/ZIP:\_\_\_\_\_

PHONE:\_\_\_\_\_ FAX:\_\_\_\_\_

SIGNED:\_\_\_\_\_ DATE:\_\_\_\_\_

PRINTED:\_\_\_\_\_ TITLE:\_\_\_\_\_


**\*\*\*Failure to use this bid form shall result in bid disqualification.**

No work on this project shall commence without prior written notice to proceed from the project manager.

# MR USER

Specification: SM275C30B155

Date: 11/12/2015

	Inner Extrusion blow molding HOPE container Inner _____ container additives   Natural ..... Fluorination   .....
	Outer Galvanized tubular welded cage Container
Dimensions Outer Length Outer width Outer height Capacity Nominal Brimful Weight tare weight add-ons: \$POUT METRIC \$SECURITY LID	Corner   Black ..... protectors Marking plates   Valve side and back .....   Poly Plate 26 X 23.5 .....   .....   ..... Fill Port cap   1 816 10009 LID 6 BUNG VIT BLK FLAT RED C/S ..... Discharge Outlet   181300038 VLV 2 CYL QD VIT Inner Pallet Assembly   COMPOSITE ASSY ..... Inserts   ..... Dip tubes   .....
Required labels: f7 1650 Kg Stack label f7 NCG Recollect label C Customer required label	Marking   SM 13 31HAI/Y/MIOOC/3800Kg/1788Kg/1041L/S6KG/100Kpa/ MM Yr/MM YR ..... Notes Responsibility rests with the filler to verify compatibility of the product to be placed into the IBC according to the legislation in force regarding the transport of dangerous goods. Please see NCG return label for instructions for returning IBC's The Sales Order number serves as the Lot Number for Mauser IBC orders The 24 hr. contact phone number is (740)397-1762 and follow prompts from menu

Created by: SAC Date: 8/13/13

**LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_



**Reference #3:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.**

**Checklist:**

- ☐ Cover Sheet
- ☐ Pricing Page
- ☐ W-9
- ☐ List of References
- ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- ☐ Qualifications
- ☐ Licenses
- ☐ Certificate of Insurance
- ☐ City of Flint, Michigan Affidavit

***Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid.***

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter “public”) transactions;
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
  - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
  - ii. Violation of federal or state antitrust laws, or
  - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

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Name and Title of Authorized Representative

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Name of Participant Agency or Firm

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Signature of Authorized Representative

---

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

**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 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 she/he/they

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 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 on behalf of said co-partnership;  
that said bid is genuine and not sham of collusive, and is not made in the interest of or on behalf of any person  
not therein named, and that he has 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 the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.*