

INVITATION TO BID

BID: #itb-fh-07-08-1393
ITEM: Sand Chloride
DEADLINE: Wednesday, September 19, 2007, 10:00 a.m., local time
PREBID MEETING: N/A

1. SUBMISSION AND RECEIPT OF BIDS

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the City Clerk. All Bids shall be labeled with the Bid # and Name as well as the aforementioned bid opening date/time on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and bids shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a “No bid”, do not follow the above directions but send a letter to the Purchasing Division indicating your desire to be kept on the bid list.** Bids shall be mailed or delivered to City of Farmington Hills, City Clerk’s Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or electronic bids will be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the bids. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response.

3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is Vendor’s responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source**

are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, www.mitn.info, and obtain an official copy.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquires received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the bid document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

9. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

10. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

11. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills is exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6006902. Payment terms are Net 30 days upon receipt and acceptance. Cooperative members will provide their tax-exempt status if required by the awarded vendor

12. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

16. INSURANCE(REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The awarded bidder furnishing labor in/on City/public premises agrees to hold the City of Farmington Hills and cooperative members harmless from liability loss and will maintain minimum coverage outline below. An Acord form outlining coverage will be returned with the bid documents.

- | | | |
|-------|--|----------------|
| 16.1. | General Liability | \$1,000,000.00 |
| 16.2. | Automobile Liability - Any Auto | \$1,000,000.00 |
| 16.3. | Excess Liability | \$1,000,000.00 |
| 16.4. | Workers' Compensation and Employers Liability per State statute. | |

Additionally, the City of Farmington Hills will be named as additionally insured. Thirty days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the City of Farmington Hills, Purchasing Division, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.

SAND CHLORIDE MIXTURE SPECIFICATIONS

Description:

These specifications cover Sand Chloride Mixture to be used for ice and snow removal and control.

A homogenous mixture of Sand, 2NS or 3CS (M.D.S.H. 1976 spec.) or sand, 2NS modified (per most current MDOT specification manual) with a minimum of 3% by weight of calcium chloride admixture or 8.7 gallons per ton of liquid. Calcium chloride may be either in the flake form or liquid chloride solution 32%.

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
Sand Chloride	Ton	1,000	\$	\$

Prices will remain firm through May 2007.

The City of Farmington Hills will utilize another vendor for back up should the awarded vendor be unable to fulfill the City's requirements. Questions can be answered by contacting Kelly Monico, Senior Buyer - City of Farmington Hills at (248) 871-2435.

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I _____, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office of MITN website, www.mitn.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS:

Signed _____ Company _____

Title _____ Address _____

Printed _____ City/State/Zip _____

Phone Number _____ Fax Number _____

Contract Person _____ Date _____

Direct Phone # & Name of Trucking (delivery) Co. _____

Email _____ Website _____