

Purchasing Division
Office of the Controller
29500 Van Dyke Avenue
Warren, Michigan 48093

Ronald Guzi, Purchasing Agent
586-574-4636

Vincent Mikiel, Buyer
586-574-4675

ITB-W-7046

REQUEST FOR BIDS

OCTOBER 8, 2004

**COMPETITIVE SEALED BIDS WILL BE ACCEPTED AT THE
PURCHASING DIVISION, 29500 VAN DYKE, WARREN, MI 48093,**

ON OR BEFORE THE DAY OF THE BID

DUE DATE, WEDNESDAY, OCTOBER 27, 2004 AT 12:30 PM.

BIDS SHOULD BE MARKED

DETENTION FACILITY FOOD AND CONDIMENTS

ITB-W-7046

BIDS WILL BE OPENED ON THE DATE DUE AT 1:00 P.M. IN THE COUNCIL CHAMBERS, COURT ROOM NO. 1, UPPER LEVEL AT THE EDWARD REA COURT BUILDING, 8300 COMMON ROAD, WARREN, MI.

**A PRE-BID MEETING WILL BE HELD AT THE
WARREN POLICE HEADQUARTERS BUILDING, 29900 CIVIC CENTER DRIVE,
TUESDAY October 19TH IN ROLL CALL ROOM (1st FLOOR), AT 10:00 AM.**

**ADDENDA, CLARIFICATIONS AND CHANGES TO THE BID DOCUMENTS MUST
BE OBTAINED ON LINE BY REGISTERING (FREE REGISTRATION AVAILABLE)
FOR THE MITN SYSTEM AS FOLLOWS: 1) GO TO WWW.GOVBIDS.COM
SELECT THE MICHIGAN MITN SYSTEM (MITN), 2) SELECT VENDOR
REGISTRATION AT THE TOP OF THE PAGE, 3) REVIEW THE VENDOR
REGISTRATION OPTIONS THAT ARE AVAILABLE TO VENDORS, AND THEN 4)
SELECT VENDOR REGISTRATION AT THE BOTTOM OF THE PAGE TO
REGISTER. BID TABULATIONS WILL BE POSTED ON MITN. YOU SHOULD
REGISTER FOR COMMODITY CODES 96115, 64060, 38506, 38512, 38538,
38542, 38565, 39346, 39348, & 39353**

A FIVE PERCENT BID SECURITY IS REQUIRED.

ADDITIONAL INFORMATION REGARDING THIS BID OR ANY QUESTIONS CAN BE ANSWERED BY CONTACTING THE BUYER, VINCENT MIKIEL OF THE CITY OF WARREN PURCHASING DIVISION AT (586) 574-4639 OR E-MAIL vmikiel@cityofwarren.org , Subject: ITB-W-7046

Sincerely,

Ronald Guzi
Purchasing Agent

Bid PROPOSAL

The undersigned proposes to furnish **DETENTION FACILITY FOOD AND CONDIMENTS** to the City of Warren, Police Department in accordance with the attached specifications and parameters which are to be considered an integral part of this proposal, at the prices as follows:

PROPOSAL:

TOTAL PRICE FOR PROVIDING DETENTION FACILITY FOOD & CONDIMENTS (From page 2)

\$ _____
(BASED UPON ESTIMATED QUANTITIES)

Signature of _____ DATE _____
Authorized Company Representative

(Print name of Signature) COMPANY NAME _____

ADDRESS CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

WARRANTY (If Applicable) BID PAYMENT TERMS

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

IMPORTANT: All City of Warren purchases require a **MATERIAL SAFETY DATA SHEET** where applicable, in compliance with the "MIOSHA "Right to know" law.

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED INCLUDING SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE WITH THEIR SEALED BID.

ESTIMATED QUANTITIES (BASED ON PRIOR YEAR) FOR AWARD PURPOSES ONLY:

ITEM	QTY PER YR.	DESCRIPTION	UNIT COST	TOTAL COST
1	18,360 EA	SANDWICH, SUBMARINE, MIN 4" LENGTH WITH MIN. 2 OZ MEAT (HAM) AND .3 OZ CHEESE		\$
2	10,300 EA	MUFFINS, 6 OZ., BANANA NUT, OR DEPT. APPROVED EQUAL		\$
3	5 Case	JUICE, UNSWEETENED, 100% JUICE, ORANGE, APPLE OR GRAPE, 6.75 fl. oz. 36 EA PER CASE		\$
3	6 M	STYROFOAM CUPS, 8 OZ., DIXIE W8J8		
4	4 EACH	MUSTARD, 30 OZ PLASTIC BOTTLE		
5	4 EACH	KETCHUP 60 OZ PLASTIC BOTTLE)		
TOTAL				\$

ADDITIONAL MISCELLANEOUS ITEMS:

With the concurrence of the vendor and at the request of the City, the successful bidder may be requested to furnish miscellaneous commonly available items for use in the detention facility (e.g. isopropyl alcohol, cornhusker's lotion, etc.). Total cost under the proposed contract for these items may not exceed \$50.00 per item.

WE DO NOT AGREE TO PROVIDE ADDITIONAL ITEMS:

WE AGREE TO PROVIDE ADDITIONAL ITEMS SUBJECT TO THE FOLLOWING:

If furnished b these items will be marked up by

_____ % or \$ _____ whichever is greater

Authorized signature for _____
Additional Items Clause

COMPLETION AND DELIVERY:

Inventory, and replenishment is desired at least twice weekly except in an emergency situation where delivery is desired within 8 hours from notice to deliver (Stockouts due to vendors failure to manage stock under normal conditions will be grounds for consideration as a breach of contract.). Please indicate:

We can meet this schedule

We cannot meet this schedule but offer delivery a as follows:

_____ Number of hours to complete delivery after notice to ship.

Authorized signature for _____
Completion Clause

PRICE CLAUSE:

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first except for the successful bidder whose prices shall be held firm for the entire two (2) year contract period. There is an option to extend the contract for one (1) additional year through the mutual consent of both parties.

Authorized signature for _____
Price Clause

PRE-BID MEETING:

**A PRE-BID MEETING
WILL BE HELD AT THE
WARREN POLICE HEADQUARTERS BUILDING,
29900 CIVIC CENTER DRIVE,
THURSDAY, OCTOBER 19 2004, AT 10:00 AM.
IN THE ROLL CALL ROOM (1st FLOOR)**

AWARD CLAUSE:

The City of Warren reserves the right to accept or reject any and all bids and to waive any and all irregularities or split the award by item unless otherwise stipulated and to accept the bid that will serve its best interest. The evaluation factors and award of the proposals shall be based upon a combination of factors, including but not limited to bid price, adherence to specifications, specific experience, references and any other factors that may be in the City of Warren's best interest. The City reserves the right to reject low proposals that have major deviations from our specifications; to accept a higher proposal that has only minor deviations. **The City further reserves the right to make a total award, partial award, no award or any combination thereof depending on availability of funds and operational needs.**

Authorized signature for _____
Award Clause

ESTIMATED QUANTITIES:

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for _____
Estimated Quantities Clause

INSURANCE:

The awarded bidder will be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED: and providing the following coverage and limits. Sub-contractors utilized by the awarded bidder shall be subject to these same conditions:

COMMERCIAL GENERAL LIABILITY:

The following coverage are part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit	
Independent contractors coverage	
Broad form property damage	
Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance (SEE SAMPLE CERTIFICATE).

() Can meet insurance as indicated.

() Cannot meet but offer the following: _____

Authorized signature for _____
Insurance clause

INDEMNITY CLAUSE

To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of bodily injury or property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury: shall mean bodily injury, sickness or disease (including death resulting at any time therefrom) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgements which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

Authorized signature for _____
Insurance and indemnity clause

BID BOND AND PERFORMANCE BOND REQUIREMENTS FOR CITY OF WARREN BIDS.

BID SECURITY REQUIREMENTS FOR BIDS THAT ARE UNDER \$50,000.00:

EACH BID MUST BE ACCOMPANIED BY A CERTIFIED, CASHIERS, OR BANK CHECK OR A MONEY ORDER, (**A BID BOND, COMPANY CHECK OR A PERSONAL CHECK IS NOT ACCEPTABLE**) IN THE AMOUNT OF 5% OF THE BID DULY EXECUTED BY THE BIDDER AS PRINCIPAL AND ON THE PART OF THE BIDDER THAT HE WILL, IF CALLED UPON TO DO SO, ENTER INTO A CONTRACT TO PERFORM THE WORK AS PER THE ATTACHED SPECIFICATIONS. BID SECURITIES WILL BE RETURNED TO ALL BUT THE THREE LOWEST BIDDERS WITHIN SEVEN DAYS AFTER THE OPENING OF BIDS. THE REMAINING BID SECURITIES WILL BE RETURNED WITHIN FIVE DAYS AFTER THE AWARD OF BIDS. **THE SUCCESSFUL BIDDERS CHECK WILL BE RETAINED AND UTILIZED AS A PERFORMANCE BOND AND BE HELD FOR THIRTY DAYS AFTER THE PROJECT IS COMPLETED AND DULY AUTHORIZED FOR PAYMENT. BIDDERS WHO DO NOT HAVE A BID SECURITY ATTACHED TO THEIR BIDS, WILL HAVE THEIR BID REJECTED**

Should the Contractor fail, neglect, or refuse to perform his duties under the Contract, the City shall have the right to terminate the Contract upon seven days written notice given to the Contractor and his surety and to proceed to complete the work. Any additional costs incurred by the City shall be paid by the Contractor the Performance Bond must be presented to and accepted by the City before Contract negotiations can be considered as complete.

The check shall be made in favor of the **Treasurer of the City of Warren**, release of which is conditioned upon the faithful performance of the bonding company under the term of this Contract and shall in no event exceed twelve (12) months from the date of default of the Contractor.

REFERENCES

Please provide a list of at least **five** paying customers of your company, preferably municipalities in the State of ***Michigan***, who are using CCTV installed by your Company. The list should provide a contact name, telephone number and the length of time CCTV has been in use

1. AGENCY: _____ Year _____
ADDRESS: _____
PHONE: _____ CONTACT PERSON: _____
DESCRIPTION OF SERVICES _____

2. AGENCY: _____ Year _____
ADDRESS: _____
PHONE: _____ CONTACT PERSON: _____
DESCRIPTION OF SERVICES _____

3. AGENCY: _____ Year _____
ADDRESS: _____
PHONE: _____ CONTACT PERSON: _____

DESCRIPTION OF SERVICES _____

4. AGENCY: _____ Year _____

ADDRESS: _____

PHONE: _____ CONTACT PERSON: _____

DESCRIPTION OF SERVICES _____

5. AGENCY: _____ Year _____

ADDRESS: _____

PHONE: _____ CONTACT PERSON: _____

DESCRIPTION OF SERVICES _____

SPECIFICATIONS FOR FURNISHING DETENTION FACILITY FOOD AND MISC. RELATED ITEMS

PURPOSE

The proposed contract is intended to provide meals to detainees in the Warren Police Department lock up pending their arraignment, and subsequent release, transfer or posting of bail bond. Detainees are not held long term and most are held less than 48 hours. The average daily population of the detention center ranges from 20-40 detainees per day. Weekends have the higher population.

PROCEDURE

The Warren Detention Center has freezer units available for food storage. The successful bidder shall inventory food stocks at a minimum of twice each week to ascertain current stocks. Based on past usage and current stock, the vendor shall replenish stock ensuring oldest stock is brought to the front to enable police personnel to rotate stock on a "First In, First Out" (FIFO) basis. All deliveries will be counted and verified by police personnel prior to signing for the shipment. A copy of the signed delivery ticket shall be left with the designated police representative. Names of personnel delivering to the detention facility must be submitted in advance and personnel must be approved by the Police Department for security purposes.

On rare occasion the number of meals served may exceed expected usage and stock be depleted. In such cases, the vendor must be able to respond to an "emergency" order by furnishing meals within 8 hour notice. Emergency deliveries can be minimized and/or avoided through adequate stock management.

On occasion, detention center personnel may request delivery of items associated with the food service program, e. g. paper plates. In such instances, the items shall be furnished at cost plus the mark-up indicated in the proposed bid.

SPECIFICATION

1. Sandwiches:

- Sandwiches shall consist of
 - i. A bun four inches (4") or greater in length
 - ii. Lunchmeat, boiled ham or department approved equal, at least 2 oz. Portion
 - iii. Cheese, American, min. .3 oz.
- Sandwiches shall be individually wrapped in cellophane or material suitable for frozen storage and dated with date of production.
- Sandwiches shall be no more than 24 hours old upon delivery to the city.

2. Muffin

Muffin shall be 6 oz. or greater and shall be banana nut, cranberry, blueberry or department approved equal. Muffins shall have a minimum of 72 hours before expiration upon delivery.

3. Juice

Juice shall be in individual self-serve container. Containers shall be 6.75 fl. Oz. or greater. Juice shall be 100% UNSWEETENED pasteurized orange, grape or apple juice for diabetic detainees.

4. Condiments

Condiments (mustard, ketchup, etc.), shall be nationally recognized brand (Heinz, French's, Brooks, etc.) or as approved by the police department

PREPARATION

All food must be prepared, and distributed in accordance with applicable Federal, State and local laws, rules, ordinances, regulations, etc.

Personnel must have applicable food handlers license.

Facility where food is prepared must comply with laws regulation inspection of facility. Copies of documentation/licenses should be furnished with the bid.

GENERAL CONDITIONS - CITY OF WARREN SEALED PROPOSALS

Bids and all information requested of the vendor shall be entered in the appropriate space on the enclosed "Request for Quotation" form and signature page. Failure to do so may disqualify your offer.

Bids must be submitted by the date specified and at or prior to the time specified to be considered. Late bids, telegraphic, or telephone bids will **NOT** be accepted.

Submit bids with a label on the **outside of the envelope stating VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER.**

An authorized officer or employee of the bidder shall sign all bids.

Vendor **changes or alterations to the bid documents including the specification may result in the bid being considered non-responsive** and/or the bidder being debarred. The only authorized vendor changes will be in the areas provided for the bidder's response including the "Exceptions" section of the bid proposal and on separate attached sheets provided by the vendor and clearly identified. If a change or alteration to the bid document is undetected, and the bidder is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract.

Corrections and/or modifications received after the closing time specified will not be accepted.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Time of delivery may be a consideration in the award.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect for at least 60 days unless otherwise specified.

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Sample of articles, when required, shall be furnished free of cost, of any sort, to the City of Warren. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense.

If vendor **supplies tangible products only** to the City of Warren, **taxes** should **not** be included in your bid as the City of Warren is tax exempt.

The City's normal payment terms are 30 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT.

CHECK LIST FOR BIDDERS

All information required by the terms of the Bid Documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

_____ Is your bid properly signed? (Refer to Bid Documents)

_____ If required, have you entered a unit price for each bid item?

_____ If required, have you entered the unit price or lump sum price in both words and figures? (Unit Price or Lump Sum Price in words governs)

_____ Are decimals in unit price in the proper places? Are your figures legible?

_____ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the bid number and bid opening date?

_____ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the Purchasing Office before 12:30 P.M., Wednesday, on the date specified in the Bid Invitation Notice