



City Hall • 333 West Ellsworth Street • Midland, Michigan 48640-5132 • 989.837.3300 • 989.835.2717 Fax • www.midland-mi.org

INVITATION TO BID
BID NO. 3246
ANNUAL SWIMMING POOL CHEMICALS

Sealed bids will be accepted at the City Clerk's Office, City Hall, 333 West Ellsworth Street, Midland, Michigan 48640-5132, until 2:00 PM, Tuesday, **March 23, 2010** for the supply of Swimming Pool Chemicals for the 2010 season to Plymouth Pool per the attached specifications. Technical questions about this bid shall be directed to Martha Rex, Budget Analyst for Public Services, at (989) 837-6912.

Invitation to Bid and all its pages, documents and attachments, including those added subsequently by written notice, submitted and properly executed, shall constitute the contract between the City of Midland and the successful vendor when approved and accepted by the City.

The City reserves the right to accept or reject all or any parts of any and all bids, to waive irregularities and to award in the best interests of the City of Midland.

Mike Meyer, CPPB, C.P.M.

Purchasing Agent

Midland, Michigan

Chemical List

<u>Chemical</u>	<u>Qty</u>	<u>UOM</u>
Pulsar Briquettes - 50# Pails or equivalent	200	50# Pail
Muriatic Acid (31.45% Hydrochloric Acid)	300	1 gallon
Liquid Chlorine - "Funshine" or equivalent	200	1 gallon

- 1 Products to be delivered as needed to Plymouth Pool @ 4501 Plymouth Park Dr Midland, MI 48642 within 12 hours of order placement. Pool is open to the public during the weekends Mid-June through late August.

Note: The storage capacity at Plymouth Pool is for approximately 20 50# Pails of Pulsar Briquettes, 24 gallons of Muriatic Acid and 24 gallons of Liquid Chlorine.

- 2 Muriatic Acid container at the pool shall be filled by the vendor when muriatic acid is delivered.

**CITY OF MIDLAND, MICHIGAN
STANDARD INSTRUCTIONS TO BIDDERS**

1. Receipt and Opening of Bids: Sealed bids will be accepted and date/time stamped upon receipt in the office of the City Clerk, City Hall, 333 West Ellsworth, Midland, MI 48640-5132, until the time indicated on the attached Invitation to Bid for goods or services listed in the specifications and will be publicly opened and read aloud.

2. Form of Bid: Bids shall be submitted on the enclosed form with any exceptions, deviations or modifications to the published requirements clearly noted and explained.

3. Submission of Bids:

- A) Envelopes containing bids shall be sealed and clearly marked on the outside of the envelope with the name and address of the bidder, the title and bid number of the project, and the date and time of the scheduled bid opening.
- B) Any bid received after the scheduled opening time will not be accepted and will be returned unopened.
- C) Any bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening.
- D) Telephonic or faxed bids will not be accepted and telephonic, telegraphic, or faxed amendments to bids or withdrawals will not be accepted under any circumstances.
- E) Unless otherwise specified, no bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
- F) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after opening.
- G) Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee of the City for the premature opening of a bid not properly addressed or identified.
- H) In case of a discrepancy between unit prices and their extensions, the unit price bid shall govern.

4. Brand Names: Wherever in the specifications or proposal form brand names, trade names, manufacturer, or catalog numbers are called, it is for establishing a grade or quality level only and the phrase "or equal" is deemed to follow unless a prequalified list or the term "only", "no exceptions", or similar phrase is included.

5. Taxes: The City of Midland is exempt from State and Federal taxes. However, property purchased by a contractor to be used in the construction, alteration, repair, or improvement of property owned by the City is taxable to the contractor. Therefore, the price bid for contracts other than construction contracts must be exclusive of taxes and will be so construed. Construction contracts will be construed to include all applicable taxes unless the contract specifies otherwise.

6. Acceptance of Bids: The City will award to the lowest, responsive, responsible vendor that meets the functional requirements and needs expressed by the specifications. Tie bids will be awarded based on the most favorable terms for payment and/or delivery schedule or other costs associated with the award process. Receipt of a purchase order or properly executed contract covering the materials or services as described in the bid will indicate the award of bid and contract of purchase.

7. City's Rights: The City reserves the right to accept or reject any or all bids, to waive irregularities or defects, to award on a split-order or lump-sum basis, and accept other than the low bid when deemed to be in the City's best interests.

8. Delivery: Bids shall include all delivery charges with terms of Freight Prepay - FOB Midland, MI.

9. Laws: The laws of the State of Michigan shall govern the rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process. The City of Midland is a Michigan municipal corporation.

10. Disclosure: All of the information included in your bid response is subject to the "Freedom of Information Act" and may be disclosed in its entirety after the formal, public bid opening has been completed. Bid tabulations will be available at our website, www.midland-mi.org in the Purchasing section of the Fiscal Services Department under the City Government tab.

11. Independent Price Determination: By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.

12. Acceptance of Materials: All components used in the manufacture or construction of materials, supplies, and equipment, and all finished goods, shall be new, the latest make/model, of the best quality, and highest grade workmanship. In the event the delivered material is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the bidder and return the materials to the bidder at the bidder's expense.

**CITY OF MIDLAND, MICHIGAN
SPECIAL PROVISION FOR
COMMODITY TERM BID**

1. Estimated Quantities:

- A) The quantities set forth in the specification are approximate and represent the estimated requirements of the City or user department listed for the bid period. Items listed may or may not be inclusive of requirements for this category.
- B) Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification.
- C) The unit prices shall be extended by the estimated quantity for basis of bid evaluation purposes only. The actual quantities may be more or less than the estimates, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases and/or decreases to 20% of the estimated quantities listed.

2. Bid Prices:

- A) Bidders must state on the bid response form if the prices bid will remain firm for the full contract period or if bid prices are subject to escalation/de-escalation.
- B) Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment to the prices bid, the following conditions shall be met;
 - 1. Contractor shall give written notice to the Purchasing Agent of any proposed change not less than thirty (30) calendar days prior to the effective date of change.
 - 2. Such notice shall be accompanied by a certified copy of the bidder's supplier's advisory or notification of price changes.
 - 3. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - 4. The approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of change.
 - 5. If in the opinion of the City, any proposed price change is deemed unacceptable or not in the City's best interests, the City reserves the right to cancel the award upon thirty (30) calendar days notice in writing from the Purchasing Agent.

3. Contract Period:

- A) The materials or services shall be delivered as ordered during the period of award beginning the date of notification and ending one (1) year from that date or as otherwise indicated in the specification.
- B) Additional periods shall not be longer than the initial term and there shall be no more than two (2) renewals before a rebid of the materials or services.
- C) Renewals will be by mutual consent only of both parties and shall be for the same pricing structure and conditions as the original award including any approved changes as listed above in Section 2.

4. Award Notification: The City shall issue a Purchase Order based on the bid prices and terms offered by the successful bidder. The Purchase Order shall list the unit pricing for the materials or services specified and the period in effect for the award. No action need be taken by the vendor at the time of receipt of such Purchase Order, individual City departments will order materials or services as needed.