



CITY OF BATTLE CREEK
NOTICE OF INVITATION FOR BIDS

IFB#: 2018-009B

TITLE: High Calcium Quicklime

ISSUE DATE: June 9, 2017

BID DUE DATE: June 26, 2017, at 2:00 PM Local Time (office hours 8-12 and 1-5)
LOCATION: Purchasing Department
10 N. Division Street, Suite 214
Battle Creek, MI 49014

Purchasing Contact: Nils Vos
Phone: (269) 966-3381
E-mail: npvos@battlecreekmi.gov

DESCRIPTION: The City is soliciting bids for the purpose of contracting for the City's annual requirements for high calcium quicklime. The resulting contract is anticipated for a term of up to three (3) years.

Download this solicitation from our website at: battlecreekmi.gov Copies of the complete Invitation for Bids document may also be obtained from the Purchasing Department, Room 214, 10 N. Division Street, Battle Creek, Michigan 49014, (269) 966-3390.

Bids must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read. Late bids shall not be considered.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

THIS BID IS OFFERED BY: _____
(Company Name)

1.0 INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION:

- A. Bids must be submitted in complete original form by mail or messenger to the following address:
Office of the Purchasing Agent, Room 214, City Hall, 10 N. Division Street, Battle Creek, MI 49014
- B. Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud. The prevailing clock shall be www.time.gov.
- C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the Invitation for Bid number, due date and the bidder's name and address clearly indicated on the envelope.
- D. Late bids will not be accepted and will be returned to the bidder.
- E. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

2. PREPARATION OF BIDS:

- A. The bid shall be legibly prepared with ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder with ink.
- C. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- D. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any bids and to waive any informalities and minor irregularities defects in 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 time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. 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. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have his bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Owner shall consider the qualifications of the Bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as Owner deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the contract.

6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an Addendum or a Contract Amendment.

7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References 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. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a 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 and allowed by the IFB. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.

10. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.

11. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).

12. **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

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

14. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

15. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
 - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.

16. **DEFINITIONS:**

"CITY" - The City of Battle Creek.

"CITY UNIT" - The department of the City that intends to use the resulting contract.

"CONTRACTOR" - The bidder whose proposal is accepted by the City.

17. **MICHIGAN CONSTITUTIONAL REQUIREMENT:** Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, The City or its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract. This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract. In the event of conflict between any term of this Contract and this section, the language of this section shall control.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 OTHER FEDERAL COMPLIANCE:** Where applicable (such as, but not limited to, Construction Managers) contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871)

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed. If applicable, expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.
2. **TERM AND RENEWAL:** The term of the contract shall commence on the first of the month following award, unless otherwise identified herein or a different date is required. The contract shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City shall have the right, upon mutual consent, to renew the contract for up to two (2) additional one-year periods. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **QUANTITIES:** Because this is an annual requirements contract, the City reserves the right to increase or decrease the estimated quantity as best fits its needs, and the City does not guarantee maximums or minimums. The City also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this contract if extenuating circumstances exist.
4. **CONTRACTOR'S INSURANCE:**
 - a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
 - b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated. Sole proprietors are not required to carry Workers' Compensation insurance.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

5. **VENDOR EVALUATION:** Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
6. **CANCELLATION:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:
 - A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
 - B. The contractor fails to make progress in the performance of the contract or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- A. Cancel any contract:
- B. Reserve all rights or claims to damage for breach of any covenant of the Contract:

- C. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

The City intends to maintain a budget to cover all expenses related to this contract; however, the City may cancel this contract if funds are no longer available. In such case, the City shall provide the Contractor with a 60-day written notice of cancellation. The City will pay for all *authorized* completed work or received goods.

7. **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:
- (i) in the United States District Court for the Western District of Michigan; or
 - (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.
8. **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

SPECIFICATIONS

High Calcium Quicklime (Calcium Oxide)

A. Physical Requirements:

1. **Material** – The material supplied shall be rotary kiln, quick slaking, burned, high calcium quicklime, which is substantially free from cinders, dirt, ash, core, unburned stone, and other foreign materials. The material may also be referred to as high calcium quicklime, Calcium oxide, pebble lime, rotary kiln quicklime, and/or burned chemical quicklime. References to any of these synonyms, or the simple word “lime” in this document refer to this same material unless otherwise specified.
2. **Physical Characteristics** – The material provided shall be of a white, odorless fine/pebble form 0-1/4 inch, also known as “quarter fines”, “minus ¼”, or “high calcium fines”. All material shall be capable of passing through a ¼ inch screen, with not more than 10% passing through a #100 mesh (150 micron) screen. The material shall be suitable for pneumatic system unloading.
3. **Standards & Testing** – The material shall meet the requirements of ANSI Standard B202-93, with addendums, and AWWA Standard C911. Testing to meet specification requirements shall be done via ASTM/AWWA methods, and typical material test results shall be provided with the bid. Materials that do not appear to meet the contract specifications shall be tested upon the City’s request, at the Contractor’s expense, and test results provided.
4. **Material Content** – The Bidder shall provide a complete chemical analysis of the material at the time of bidding. This analysis is to include quantities of all trace substances expected to be present in the delivered product. If proprietary materials are included, they should be listed without quantities and labeled "proprietary". A current material safety data sheet (MSDS) should also be included at the time of bid and at first delivery. Revised chemical analysis and/or MSDS data shall be provided whenever there is a change in material supplier, a change in product content, a revision of the supplier’s MSDS, or as required by federal, state or local regulations.

Required material analysis:

Available Calcium oxide.....	not less than 92.0%
Magnesium Oxide.....	not more than 2.50%
Calcium carbonate.....	not more than 2.50%
Silica.....	not more than 1.00%
Iron and Alumina.....	not more than 0.70%
Sulfur.....	not more than 0.03%
Loss on ignition.....	not more than 1.50%
Slaking residue.....	not more than 2.00%
Reactivity.....	not less than 35 degree C rise (ASTM C110)

The City, prior to Award of Bid may request a sample of the material.

B. Delivery

1. Normal load size will be approximately 25 tons and shall not exceed 40 tons. The year end load may be less than 20 tons.
2. Delivery is subject to owner’s approval and must be made within two (2) calendar days of placing the order. Orders received after two calendar days of ordering will be subject to a 10% reduction in cost, which will be subtracted from the invoice at the time of payment. The City shall be notified of the expected delivery date at the time of ordering.
3. Delivery is to be made to the Wastewater Treatment Plant, 2000 West River Road, Battle Creek, MI, between the hours of 3:00 PM and 6:00 AM, local time, Monday through Saturday. No extra charges are to be made for weekend, or off-hours, deliveries or cartage. Deliveries between 6:00 a.m. and 3:00 p.m. may be rejected, or off-loading delayed, at no additional cost to the City.
4. Delivery is to be made by truck trailer. The trucks shall be equipped with an off-loading blower, suitable for connection to the existing 4" cam-lock fitting at the Wastewater Treatment Plant. The Contractor is to supply any fittings and/or hoses to make material tight connection to this fitting. The Contractor is to supply any pumping or pneumatic equipment, air pressure, power, etc., needed to complete off-loading. The method of off-loading must be compatible with existing city facilities and prevent damage to those facilities. Any modifications to the City’s facilities are to be made only with written approval of the City at the Contractor’s expense. Should it become necessary at any time for the City to provide personnel or equipment to directly assist in off-loading, the Contractor shall be billed for the expenses incurred.

5. Transportation and safe delivery of all materials shall be the contractor's responsibility, in full compliance with all applicable federal, state and local regulations. Clean up of any materials spilled or lost shall be the sole responsibility of the contractor. Transportation charges shall be included in the unit price as stated herein. Demurrage for transportation vehicles shall be the sole responsibility of the Contractor, except when the contractor is unable to make delivery under the conditions described in these specifications, as a result of an action taken or problem incurred by the City.
6. Materials spilled through the truck, hose, connection to the City's fitting, truck, or other places on the Contractor's side of the delivery point, shall be cleaned up by the Contractor's expense. The Contractor shall reimburse any fines levied against the City as a result of such a spill.
7. Deliveries may not be off-loaded unless Wastewater Treatment Plant staff or a designated person(s) is in attendance, and observes, as required by the facility's Renewable Operating permit (Air Quality Permit). The staff member in attendance shall be given a copy of the bill of lading, stating the actual net weight of material delivered. Loading slips without actual weights, illegible slips, or missing slips will be subject to verification by the Contractor, and may delay payment.

C. Other Provisions

1. **Unacceptable Materials** - Materials delivered which fail to meet the specifications of the contract will be removed from the City's storage facility by the Contractor, along with any other stored materials which may have been diluted and/or contaminated by contact with the improper materials. Improper materials that have been delivered will be completely removed within 24 hours of the Contractor receiving notification. Dismantling and reassembling City facilities to allow removal shall be the Contractor's responsibility and expense. Replacement materials for the entire quantity of material removed shall be provided within 48 hours of the Contractor receiving notification. Removed materials will be disposed of at the Contractor's expense and responsibility. There shall be no charge to the City for unacceptable materials, including but not limited to: repacking, shipping, inspection transportation.
2. **Technical Assistance** - The Contractor shall have an available trained technical staff to provide information on the contents of the product, product quality control, specific product reactions, and product health and safety concerns. In case the City encounters difficulty in handling or using the product, the Contractor shall provide knowledgeable personnel, upon request, to discuss the problem with the City in an attempt to find a solution. The Contractor shall provide MSDS sheets as required and shall also provide specific, weatherproof and chemical resistant product warning labels and/or signs for the City's storage and off-loading facilities.

PRICE SHEET

DESCRIPTION	ESTIMATED ANNUAL QTY		UNIT PRICE	EXTENDED PRICE
1 ST Year High Calcium Quicklime	700 TONS	X	\$ _____	= \$ _____
2 ND Year High Calcium Quicklime	700 TONS	X	\$ _____	= \$ _____
3 RD Year High Calcium Quicklime	700 TONS	X	\$ _____	= \$ _____
			3 YEAR GRAND TOTAL \$ _____	

Prices shall be all-inclusive to include, but not limited to, the following: shipping, travel, time, materials, overhead, etc.

Bidders must submit bids with no conflicting terms and conditions and no modifications to the price page.

If bidders believe the price page needs modification (such as the unit of measure, for example), immediately call the buyer listed on the front page of this IFB. Changes may only be made before bidding and via authorized addendum issued by the City.

OFFER TO CONTRACT:

TO THE CITY OF BATTLE CREEK:

We hereby offer and agree to furnish the materials, transportation or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Battle Creek.

We acknowledge receipt of the following addendum(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted for the following items: _____ Contract Term: _____

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2018-009B. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? YES NO

Is your firm a WBE (at least 51% woman ownership)? YES NO

Are you subcontracting any part of this project? YES NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____
_____	_____	_____	Y/N	Y/N	\$_____

III. DBE RECRUITMENT ACTIVITY LOG: List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y/N	Y/N	_____
_____	_____	_____	Y/N	Y/N	_____
_____	_____	_____	Y/N	Y/N	_____