



City of Rochester Hills
Solicitation for Quotation
Lead Free Backflow Preventers
SFQ-RH-16-067

The City of Rochester Hills is accepting quotations for the one-time purchase of Lead Free Backflow Preventors for use in their Department of Public Services Water Division.

Unit prices are requested, FOB Destination City of Rochester Hills, Department of Public Services Maintenance Facility, 511 East Auburn Road, Rochester Hills, MI 48307.

The City of Rochester 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. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, click on City Government, Department, Purchasing, Bid Opportunities and link to MITN website. Final bid results will be posted on the MITN website after award.

If you are interested in providing a quotation, please fill in the attached quotation form and requested information and fax/email/mail back no later than the due date of: **Tuesday, August 9, 2016 at 5:00 P.M. EST.** All questions and/or quotation should be directed to the attention of Lisa Cummins, CPPB, Purchasing Manager, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, cumminsl@rochesterhills.org, Phone: 248-841-2537; Fax: 248-608-8178.

Only those person(s) designated above are authorized to seek additional information from prospective vendors regarding their quotes. Correspondence or inquiries made directly to vendors regarding their quote from all other persons are to be directed to those City employee(s) designated above for appropriate review and response. All inquiries shall be made on or before Thursday, August 4, 2016 at 12:00 NOON EST, in order that a written response in the form of an addendum can be processed before the quotes are due. Any inquiry received after this date will not be considered.

Project Descriptions

The City of Rochester Hills, Michigan is accepting quotations for the one-time purchase of lead free backflow preventers to be installed on fire hydrants for the Department of Public Services Water Division. The City will accept quotes for the following brands ONLY: Apollo, Zurn Wilkins, or Watts. **All backflow preventers must be made of a no-lead alloy or composite that meets ANSI/NSF 61 standard annex F and G.** The purchases of these items are for use by the Department of Public Service Water Division for installation on the City's hydrants.

See Quote Form for further specifications.

Brand Names

If and wherever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. However, if a product other than that specified is quote, it is the vendor's responsibility to name such a product within this the quote to demonstrate to the City that said product is equal to that



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specified and to submit brochures, provide references, and samples and/or specifications if requested by the City. The City shall be the sole judge in determining equals.

Delivery

All items shall be delivered F.O.B. to destination, 511 East Auburn Road, Rochester Hills, MI, 48309, and delivery costs and charges (if any) will be included in the quoted price. Failure to do so may be cause for rejection of the quote. The City will not accept any additional charges (fuel surcharges, etc) for this contract.

General Conditions

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful vendor with tax exemption certificates upon request.

The City of Rochester Hills reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified quote, re-quote the contract or do whatever is deemed to be in its best interest.

The City may modify the QUOTE prior to the deadline for submission of proposals by issuance of an addendum to all parties who have been furnished the Quote for proposal purposes. The City of Rochester Hills officially distributes quote documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of quote documents obtained from any other source are not considered official copies. Only those vendors who obtain quote documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, click on City Government, Departments, Purchasing, Bid Opportunities and link to MITN website. Final quote results will be posted on the MITN website after award.

No vendor may withdraw a quote after the actual date of the opening thereof except in a case where the vendor demonstrates to the City's reasonable satisfaction that a material and substantial mistake was made in preparing the quotation, in which event the vendor shall have 24 hours after the opening of the quote to deliver to the City a notice, in writing, that the vendor desires to withdraw the quotation and state the reasons therefore. Once a quotation is withdrawn, it may not be re-quoted.

The City of Rochester Hills reserves the right to split or abstract any or all quote proposals and award multiple contracts from the same quotation based on price, availability and service when in its judgment it best serves the City of Rochester Hills.

All quote prices shall remain in effect for at least ninety (90) days from the due date and time of the quote or the award, whichever comes first, except for the successful proposer whose prices are to remain firm for the term of the blanket purchase order.



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No Quote will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City of Rochester Hills.

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

Non-Discrimination

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

Instructions To Bidders

Submission of Quotations

Each vendor must use the attached quote form and specifications to submit their quote. Quotes shall be in conformance with and subject to the instructions in the quote documents. The Quote Form must be completed entirely and submitted with the Proposal.

Changes and Addenda

Each change or addendum issued in relation to this quote will be on file in the Purchasing Division and posted on the MITN system. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

Alternate Bid

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

Pricing

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

Discounts

Discounts for prompt payment offered may be taken into consideration during the bid evaluation. Bidder is to identify if any prompt payment discounts are being offered as part of their submittal. All terms of payment



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(discounts) will be taken and computed from the date of receipt of invoice, or receipt of material, whichever is later.

Award

The City reserves the right to reject any and all quotations, and to waive any defect or irregularity in quotes. The City reserves the right to accept and separate item in the quote; and to accept the quote that in the opinion of the City is to the best advantage and interest of the public we serve.

The quote will be awarded to that responsible, responsive vendor whose quote, conforming to this solicitation, will be most advantageous to the City with not only price but also availability of product, location of vendor business, and quality of product considered.

Method of Payment

Payment shall be made from supplier's invoice submitted to cover items received and accepted during the billing period. Invoices must contain the purchase order number under which the contract is awarded.

Partial payments are not authorized on individual written purchase orders issued for this procurement. Payment will be made upon final delivery and acceptance of all supplies ordered on each purchase order issued.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all attorney fees and costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Insurance Requirements

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance **and** required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following



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extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
6. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.



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QUOTE FORM

Product Description	Model Number	Product Reference	Brands/Model Number Quoted (Complete this section if not quoting Apollo Product as specified)	Unit Price	Qty	Ext Price
¾" Lead Free Backflow Preventer Reduced Pressure Zone Valves	4ALF-204-A2F	Apollo		\$	12	\$
2" Lead Free Backflow Preventer Reduced Pressure Zone Valves	4ALF-208-A2F	Apollo		\$	12	\$

Pricing is based on a no minimum order requirement.

What is the estimated lead time in days after ARO: _____

How will ordered products be delivered to the City (Third Party Vendor or Company owned vehicle)? If delivered by company vehicle insurance requirements as indicated in the quote will be required.

Does your company accept MasterCard for payment? _____ YES _____ NO
If yes, are there any additional fees/discounts for this payment method? _____

Payment Method: Please select company's desired payment method:
 _____ Check – minimally 60 days from receipt of order
 _____ ACH – 45 days from receipt of invoice
 _____ Credit Card – 20 days from receipt of invoice

Having received this quote form document as provided by the City of Rochester Hills entitled "lead free backflow preventers", the bidder in submitting this quote agrees:

1. If chosen the successful bidder agrees that the prices quoted shall remain firm through the end of the agreement.
2. To state any exceptions, substitutions, deviations, etc., from the City specifications along with reason for same.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide lead free backflow preventers as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.



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It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor; the prices will remain firm through invoice.

The bidder affirms that he/she is duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the bidder has full authority to execute any resulting contract awarded as the result of, or on the basis of the bid.

The Bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to the other bidders, so that all bids for this project will result from free, open and competitive bidding among all vendors.

By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a bid hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

COMPANYNAME: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

SIGNATURE: _____ DATE: _____

PHONE: _____ FAX: _____ EMAIL: _____