



## REQUEST FOR SEALED BID PROPOSAL

CITY OF SAGINAW - PURCHASING OFFICE  
ROOM #8 - LOWER LEVEL  
1315 S. WASHINGTON AVENUE  
SAGINAW, MICHIGAN 48601  
(989) 759-1483

DATE: JULY 26, 2010  
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**BIDS DUE: AUGUST 17, 2010 @ 3:00 PM**

**MARK ENVELOPE SEALED BID: # P-856-10**

BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE PRIOR TO 3:00 P.M. ON THE BID OPENING DATE. The bidder hereby offers to furnish the goods and/or services described and for the prices named, as follows:

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**THE CITY OF SAGINAW IS SOLICITING SEALED PROPOSALS FOR SPECIFICATIONS FOR CATCH BASINS AND GRATES WITH SPECIFICATIONS AS FOLLOWS:**

**THIS IS AN ALL OR NONE BID.**

### CITY OF SAGINAW, MICHIGAN

### MANHOLE AND CATCH BASIN CASTINGS SPECIFICATIONS

SPEC. NO. 1001      December 1995

All castings shall conform to ASTM A48-83 Class 35 standards for Gray Iron, or ASTM A536-84 Class 65-45-12 standards for Ductile Iron. The castings shall be smooth, true to pattern and free from projections, sand holes, warps and other defects. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling.

All castings to be coated with an application of asphalt emulsion, which when dry, will provide a tough finish that is not tacky or brittle.

Whenever possible, standard manufactured castings will be purchased. The City of Saginaw, however, owns patterns which are unique to the Saginaw utility system. If these special castings are required, patterns will be shipped to the manufacturer and returned to us in good condition at the expense of the manufacturer before final billing will be paid.

Standard manufactured manhole casting will be East Jordan Iron Works Model 1120 or Neenah Foundry Company Model R-1764. Unless otherwise specified the letter "W" will be cast in the center of solid covers and the letter "S" will be cast in the center of perforated covers. A minimum of 12 3/4" holes will be required in the perforated covers.

Standard manufactured catch basin casting will be East Jordan Iron Works Model 7045 or Neenah Foundry Company Model R-3031-B. The casting shall be provided with a standard M1 grate.

ITEM	EST QTY	DESCRIPTION	UNIT COST	TOTAL BID
1	20 PC	CATCH BASIN BACK 21" X 24" TO FIT EJIW 7340 FRAME. NOTE: PATTERN NEED NOT BE SENT IN FOR BACKS TO BE MADE.	\$ _____	\$ _____
2	20 PC	CATCH BASIN FRAME 21" X 24" EJIW #7340 NOTE: ABOVE FRAME TO BE MADE FROM OUR PATTERN. PATTERN TO BE RETURNED TO OUR LOCATION WHEN FINISHED.	\$ _____	\$ _____
3	20 PC	CATCH BASIN EXTENDED GRATE EXTENDED GRATE TO FIT EJIW 7340 FRAME. NOTE: ABOVE GRATES TO BE MADE FROM OUR PATTERN. PATTERN TO BE RETURNED TO OUR LOCATION WHEN FINISHED.	\$ _____	\$ _____
4	60 PC	STATE HIGHWAY CATCH BASIN FRAME EJIW PART # 7045	\$ _____	\$ _____
5	60 EA	STATE HIGHWAY CATCH BASIN BACK EJIW PART NUMBER 7050T1	\$ _____	\$ _____
6	60 EA	STATE HIGHWAY CATCH BASIN GRATE EJIW PART NUMBER 7045M1	\$ _____	\$ _____
7	60 PC \$ _____	MANHOLE FRAME  EJIW PART NUMBER 1120	\$ _____	
8	60 PC	MANHOLE COVER "W" TO FIT EJIW 1120 FRAME THE LETTER "W" TO BE CAST IN CENTER OF COVER. A MINIMUM OF 12 3/4" HOLES TO BE REQUIRED IN COVER	\$ _____	\$ _____
9	20 PC	CATCH BASIN STANDARD GRATE TO FIT EJIW 7340 FRAME. NOTE: ABOVE GRATES TO BE MADE FROM OUR PATTERN PATTERN TO BE RETURNED TO OUR LOCATION WHEN FINISHED.	\$ _____	\$ _____

GRAND TOTAL \$ \_\_\_\_\_

ALL MUST MEET CITY SPEC # 1001

QUANTITY IS GIVEN FOR BIDDING PURPOSES ONLY AND DO NOT CONSTITUTE A MINIMUM OR MAXIMUM.

DEPARTMENT WILL RELEASE AS REQUIRED.

THIS OFFER IS ACCEPTED BY THE ISSUANCE OF A PURCHASE ORDER SIGNED BY THE CITY PURCHASING OFFICER FOR ALL OR ANY PORTION OF THIS BID AND SHALL CONSTITUTE A CONTRACT BETWEEN THE PARTIES.

FOB: CITY OF SAGINAW  
DELIVERY: \_\_\_\_\_ DAYS \_\_\_\_\_ WEEKS  
1701 S. JEFFERSON AVE.  
SAGINAW, MI 48601 TERMS: \_\_\_\_\_

AS PART OF THE CONSIDERATION FOR THIS BID, THE UNDERSIGNED DOES HEREBY AGREE TO HAVE WITHHELD FROM ANY PAYMENT DUE THEM, ANY AMOUNTS OWED FOR TAXES, FEES OR OTHER CHARGES DUE THE CITY OF SAGINAW.

**CHECK LIST: BEFORE SUBMITTING YOUR BID**

- |  | <b><u>YES</u></b> |
|--|-------------------|
| 1. Assuming they are permitted, if you're submitting an alternate(s) bid the pricing must be listed on page 1 of this form and labeled as such. All support information should also be attached and labeled Alternate #1, #2, #3, etc. | _____             |
| 2. Is your bid signed by an authorized representative of your company?   | _____             |
| 3. Have you provided the Terms & Delivery information requested?   | _____             |
| 4. Is the OUTSIDE of your ENVELOPE properly labeled with the bid number?   | _____             |
| 5. Are you submitting your original bid plus <b><u>ONE (1) COPY as required?</u></b>   | <b>_____</b>      |
| 6. If your bid is over \$100,000.00 do you have a Bid Bond, Certified Bank Check or Money Order enclosed? (Alternate bids submit one (1) of the above For the lowest amount over \$100,000.00)   | _____             |

**NOTE:** An **original** Bid Bond, Certified Check, Bank Money Order or Cashier's Check in the amount of three percent (3%) of the total amount bid must be submitted with any bid in excess of \$100,000. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**

AS PART OF THE CONSIDERATION FOR THIS BID, THE UNDERSIGNED DOES HEREBY AGREE TO HAVE WITHHELD FROM ANY PAYMENT DUE THEM, ANY AMOUNTS OWED FOR TAXES, FEES OR OTHER CHARGES DUE THE CITY OF SAGINAW. TAX PERCENTAGE IS 1.5% ON INCOME EARNED IN THE CITY.

**ADDITIONAL BIDDER REQUIREMENTS:**

**INDEMNITY AND INSURANCE REQUIREMENTS**

**INDEMNITY:**

The Contractor shall indemnify and save harmless the City of Saginaw, its officers and employees of and from all loss or damage caused to any person or property by reason of any carelessness or negligence in the doing or making of the work specified herein, and by reason of failure to pay all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said contract, and to promptly pay all just debts, dues and demands incurred in the completion of this contract, or of whatsoever other kind or nature, which shall be caused by delay or failure in the performance and completion of this contract, and further to indemnify and save harmless

of and from all suits and actions the City of Saginaw, its officers and employees, on account of any injuries or damages sustained by any person or persons by reason of any act, or omission or negligence, or by the use of improper or defective material on the part of said Contractor in the performance of any part of this contract, and further to indemnify and protect any and all demands, fees

or royalties for any patented invention, materials, articles, methods, arrangements or process of manufacture or any infringements thereon, that may be used on or be in any manner connected with the construction, erection or maintenance of the work, material, or any part thereof, embraced in this contract.

**INSURANCE:**

During the life of the contract, the Contractor shall effect and maintain the following types of insurance:

Comprehensive General Liability, including contractual liability with combined single-limit coverage of at least **\$500,000 naming the City of Saginaw as additional insured.**

Automobile Liability

Worker's Disability Insurance

Such insurance shall be carried by financially responsible companies, licensed in the State of Michigan, and satisfactory to the City. The Contractor shall submit to the City for review and approval certificates of insurance for the above required coverage's. The certificate of insurance shall provide at least 30-days written notice to the City of any changes in the policy and any cancellation or termination thereof.

**BIDDER REQUIREMENTS:**

1. EACH PROPOSAL SHALL BE GOOD FOR 120 DAYS FROM THE BID OPENING DATE. PRICING FOR EACH RESPECTIVE YEAR SHALL REMAIN CONSTANT THROUGH JUNE 30, 2011.
2. EACH BIDDER SHALL INCLUDE ONE (1) ADDITIONAL COPY OF YOUR PROPOSAL "**MARKED COPY**".
3. EACH BIDDERS ENVELOPE, FEDEX BOX/LETTER, UPS BOX/LETTER OR ANY OTHER METHOD OF SEALED DELIVERY **MUST HAVE THE BID NUMBER ON THE OUTSIDE** OF THE CONTAINER. **UNMARKED BIDS WILL BE DISQUALIFIED AND RETURNED UNOPENED!**
4. ALL BIDS OVER \$100,000.00 MUST INCLUDE A BID BOND OR CERTIFIED CHECK. IF AGREEMENT IS FOR MULTIPLE YEARS, EACH YEAR SHOULD BE ADDED FOR YOUR TOTAL. (SEE "**SEALED BID INSTRUCTIONS**")
5. EACH CITY OF SAGINAW DEPARTMENT SHALL BE VIEWED AS A SEPARATE ACCOUNT (NOT A BLANKET ACCOUNT) WITH THE RESPECTIVE SUCCESSFUL BIDDER(S).
6. WHEN A BRAND IS IDENTIFIED, OR WHEN A SPECIFIC METHOD OR PROCESS IS REQUESTED, YOU MAY QUOTE AN EQUAL. YOU MUST IDENTIFY THE BRAND, MODEL, PART NUMBER, ETC., METHOD OR PROCESS AND ENCLOSE LITERATURE VERIFYING EQUAL (WHEN APPLICABLE). CITY PERSONNEL RETAIN THE RIGHT TO DETERMINE EQUALS. **IF THE ITEM(S) STATES "NO. SUBSTITUTES," NO SUBSTITUTES WILL BE ACCEPTED.**

7. ALL SHIPPING AND HANDLING CHARGES & ALL COST ASSOCIATED WITH THE DELIVERY, INSTALLATION AND/OR COMPLETION OF THE PRODUCT OR SERVICE REQUESTED MUST BE INCLUDED IN YOUR BID PRICE, INCLUDING BUT NOT LIMITED TO ANY TITLES, FEES, AND TRANSFER COST. ALL VEHICLES PURCHASED BY THE CITY SHALL BE TITLED TO "CITY OF SAGINAW". PLEASE CONSULT WITH THE PURCHASING OFFICE FOR TITLE AND LICENSE PLATE INSTRUCTIONS.

8. IN THE EVENT THE SUCCESSFUL BIDDER USES A THIRD PARTY COMPANY TO PROVIDE THE GOODS AND/OR SERVICES REQUESTED, THE SUCCESSFUL BIDDER MUST NOTIFY THE PURCHASING OFFICE BEFORE SAID GOODS ARE SHIPPED AND/OR SERVICES ARE PROVIDED. THE SUCCESSFUL BIDDER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE THIRD PARTY COMPANY.

9. THE ITEMS ON THIS BID MAY BE REQUESTED ON AN AS NEEDED BASIS AS APPLICABLE.

10. ALL BIDS MUST BE RETURNED TO THE PURCHASING OFFICE AT 1315 S. WASHINGTON, SAGINAW, MI 48601, BY THE PREVIOUSLY STATED DUE DATE.

**THE SUCCESSFUL BIDDER WILL CONFORM TO ALL SPECIFICATIONS & REQUIREMENTS WHICH ARE ATTACHED AND INCORPORATED AS PART OF THIS BID. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED IN THE SEALED BID INSTRUCTIONS.**

**By signature, the bidder acknowledges that the signer has complete authority to execute the bid on behalf of the bidder and that the bid is genuine and not collusive in any manner; and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid; and that the bidder agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and that successful bidders are subject to mandatory City of Saginaw income tax withholdings.**

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: **(INK)** \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE#: \_\_\_\_\_

FAX #: \_\_\_\_\_

EMAIL: \_\_\_\_\_ **VERY IMPORTANT!!**

**IF THIS BID PROPOSAL IS SELECTED AS THE LOWEST AND BEST OFFER, IT WILL BE ACCEPTED IN THE FOLLOWING MANNER:**

- 1) THE CITY COUNCIL WILL APPROVE THIS BID PROPOSAL AT A REGULARLY SCHEDULED OR SPECIAL MEETING.**
- 2) THE CITY'S PURCHASING OFFICER WILL SIGN THIS BID PROPOSAL ON BEHALF OF THE CITY. THE BID PROPOSAL SHALL THEN CONSTITUTE A WRITTEN CONTRACT BETWEEN THE PARTIES.**
- 3) FOR ADMINISTRATIVE PURPOSES, THE CITY WILL ALSO ISSUE A SEQUENTIALLY NUMBERED PURCHASE ORDER.**

**CITY OF SAGINAW, a Municipal Corporation**

**BY: \_\_\_\_\_ DATE: \_\_\_\_\_**  
**(PURCHASING OFFICER)**

1315 S. WASHINGTON  
SAGINAW, MICHIGAN 48601  
TELEPHONE: (989) 759-1430  
FACSIMILE: (989) 759-1498

THE PURCHASE ORDER CONTRACT/WRITTEN CONTRACT CANNOT BE INCREASED OVER 10% OF THE TOTAL PURCHASE ORDER UP TO FIFTY THOUSAND 00/100 (\$50,000.00) DOLLARS WITHOUT THE PRIOR APPROVAL OF CITY COUNCIL.

THIS OFFER IS ACCEPTED BY THE ISSUANCE OF A PURCHASE ORDER SIGNED BY THE CITY PURCHASING OFFICER FOR ALL OR ANY PORTION OF THIS BID AND SHALL CONSTITUTE A CONTRACT BETWEEN THE PARTIES.

ALL INVOICES MUST BE SUBMITTED WITHIN SIXTY (60) DAYS FROM THE TIME OF DELIVERY OF GOODS OR SERVICES OR THE COMPLETION OF PROJECTS. INVOICES MUST MAKE REFERENCE TO A VALID PURCHASE ORDER NUMBER IN ORDER TO BE PAID. ALL INVOICES THAT DO NOT REFERENCE A VALID PURCHASE ORDER NUMBER WILL BE RETURNED TO THE ORIGINAL SOURCE.

**City of Saginaw, Michigan  
Purchasing Division  
(989) 759-1430**

**SEALED BID INSTRUCTIONS**

**SEALED BIDS MUST BE SUBMITTED ACCORDING TO THE FOLLOWING  
INSTRUCTIONS OR YOUR BID WILL BE DISQUALIFIED**

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum (Form B02) is issued by the City, it must be signed, dated and returned with bid.
7. An **original** bid bond, certified check or cashier's check in the amount of three percent (3%) of the total amount bid must be submitted with any bid in excess of \$100,000. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct and the bid will be recalculated to determine the amount bid. All addition errors will be corrected and the total bid will be adjusted to reflect the corrections.
10. All bids must be in the City Purchasing Office by the date and time specified on bid forms. The Purchasing Office is located in the lower level of City Hall in Room 8.
11. **EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH "SEALED BID AND THE BID NUMBER" MARKED ON THE FRONT.**
12. Each bidders envelope, FED EX box/letter, UPS box/letter or any other method of sealed delivery must have the bid number on the outside of the container.  
**UNMARKED BIDS WILL BE DISQUALIFIED.**

**NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL.** Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

**RIGHT OF CITY TO ACCEPT OR REJECT BIDS**

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED ABOVE.

## **GENERAL INFORMATION**

**MAIL OR DELIVER ALL SEALED BIDS TO THE FOLLOWING ADDRESS BY THE DATE AND TIME SPECIFIED ON BID FORM:**

**CITY OF SAGINAW PURCHASING OFFICE  
LOWER LEVEL-ROOM 8  
1315 S. WASHINGTON AVENUE  
SAGINAW, MICHIGAN 48601**

### **NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL**

Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

### **ALTERATION OF BID BY BIDDER**

After bids have been opened, the bidder will not be allowed to withdraw, modify, or correct any bid.

### **EVIDENCE OF BIDDER'S QUALIFICATIONS**

Bidders may be required to give some satisfactory evidence that they have been regularly engaged in the business or are reasonably familiar therewith, and that they are fully prepared with the necessary capital, materials, and machinery to complete the work or to furnish the materials contracted for to the satisfaction of the City.

### **FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS**

Bidders are warned that they must inform themselves of the character and amount of work, labor, or material to be furnished under the contract.

### **CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED**

The assignment or transfer of a contract or of interests in the contract are prohibited unless approved by the proper City department and City Council.

### **CITY INCOME TAX COMPLIANCE**

Bidders are hereby notified that the City of Saginaw has an income tax. All successful bidders will be subject to income tax withholdings and compliance is mandatory.

### **WITHHOLDING FROM PAYMENTS**

As part of the consideration for any bid/contract, all bidders agree to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.

### **CONTRACT COMPLIANCE ORDINANCE**

The City of Saginaw has a Contract Compliance Ordinance which requires bidders to submit documentation furnished by the City indicating compliance with the Ordinance. Contract compliance forms must be sent to the City Purchasing Office; 1315 S. Washington Avenue; Saginaw, Michigan 48601. Forms may be obtained by calling (989) 759-1430.

### **INSTRUCTIONS AS PART OF CONTRACT**

These instructions are to be construed with and made a part of the contract or purchase order.

## **NOTICE TO ALL BIDDERS**

### **SEALED BID DOCUMENTS:**

**EFFECTIVE IMMEDIATELY:** All interested bidders may obtain Sealed Bid Document Forms, proposal instructions, general specifications and Bid Results from the City of Saginaw internet Web Site ([www.saginaw-mi.com](http://www.saginaw-mi.com)) by selecting **PURCHASING** from the Quick Links in the upper right hand corner of the homepage. Companies who do not have access to the Internet may contact the Purchasing Office at (989) 759-1430 for bid document copies.

**PLEASE MAKE NOTE OF THIS NEW FORMAT FOR RECEIVING OUR BID DOCUMENTS.**