



DEPARTMENT OF PURCHASES AND SUPPLIES

Derrick F. Jones
Purchasing Manager

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., 3RD FLOOR
FLINT, MI 48502

Bid # 10-031

SCOPE OF WORK:

The City of Flint (The City), Department of Purchases & Supplies, is soliciting sealed bids for providing:

ANNUAL SUPPLY OF FERNCO SUMMER & WINTER PIPE PATCH KITS

per the attached specification.

If your firm is interested in providing the requested services, please submit 1 original and 1 copy of your detailed bid to the City of Flint, Department of Purchases and Supplies, 1101S. Saginaw St. Rm. 304, Third Floor, Flint, MI, 48502, by MAR 18 2010. please note: all detailed bids received after 3:00 PM (EST) will not be considered. Faxed bids into the Purchasing Department are not accepted.

INSTRUCTIONS TO VENDORS

- 1) PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFB and accompanying documents and any written clarifications or addenda issued by the City of Flint. If an Bidder finds a discrepancy, error or omission in the RFB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFB, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
- 2) RFB MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFB, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFB will be sent a copy of such changes. If any changes are made to this RFB document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

3) BID SUBMISSION:

- a) The Bidder must include the following items, or the bid may be deemed non-responsive:
i.e. All forms contained in this RFB, fully completed.
 - b) Bids must be submitted to the Purchasing Department, City of Flint, 1101S. Saginaw Street - Room 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Bids must be enclosed in a sealed opaque envelope, box or package, and clearly marked on the outside with the following: RFB Title, RFB Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Bids (RFB), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Bids sent by telegraph, facsimile, or other electronic means will not be considered unless specifically authorized in this RFB.
 - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the City of Flint.
 - h) Bids must be held firm for a minimum of 120 days.
 - i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.

- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Bidder. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All bids must be firm for at least 120 days from the due date of the bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFB RESPONSE:** Bidders who receive this RFB but who do not submit a bid should return this RFB package stating the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
 - (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be

made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.

- (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage and those located in Genesee County, Michigan may be given a three and a half percent (3 1/2%) competitive price advantage.

- 21) MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him pursuant to this Agreement shall be performed by him or by other employed by him and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment maybe disregarded.
- 22) MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 23) NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) WAIVER:** Failure of the City to insist upon strict compliance with any of the terms,

covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

- 28) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or proposal in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 29) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91- The bidder is aware of City of Flint Resolution #R-i2 dated April 8,1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.
- 30) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to 2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 32) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably

have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 35) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 3 6) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 38) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.

- 40) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 44) **EVALUATION OF BIDS/PROPOSALS:** In the City's evaluation of bids/proposals, at minimum; cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified.

Any questions regarding this bid shall be directed to myself at 810 766-7394, ext. 2872.

Sincerely,



Angela Wagoner, Inventor/Control Coordinator
Department of Purchases & Supplies



CITY OF FLINT
DEPT. OF PURCHASES & SUPPLIES
REQUEST FOR BID

Instructions:

Furnish as requested, beginning 07/01/10 and ending 06/30/11.

Approximate quantities not guaranteed.

Vendor must be able to deliver material to job site upon request.

For more information contact Angela Wagoner @ (810) 766-7394 x#2872.

PIPE PATCH KITS TO BE FERNCO BRAND ONLY. NO SUBSTITUTIONS.

LINE	DESCRIPTION	QTY	UOM	UNIT COST	EXT COST
1	FPP-10X48S FERNCO SUMMER PIPE PATCH KIT	30	EA		
2	FPP-8X48S FERNCO SUMMER PIPE PATCH KIT	30	EA		
3	FPP-15X48W FERNCO WINTER PIPE PATCH KIT	15	EA		

*Vendor should complete this section. — = • » GRAND TOTAL \$ _____

Cash discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in (_____) days after receipt of order.

Terms: _____ Dest: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

SIGNED: _____

PRINT NAME: _____

FEDERAL TAX ID#: _____

Please submit original bid plus one copy.

Bid results are available the next working day by viewing them online at www.cityofflint.com/purchasing.

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF

s.s.

COUNTY OF

.....being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Subscribed and sworn to before me at....., in said County and State, thisday of....., A. D. 20.....,

..... *Notary Public,.....County,.....

My Commission expires....., 20.....

FOR CORPORATION

STATE OF

s.s.

COUNTY OF

..... being duly sworn, deposes and says

that he is..... of.....
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of..... the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at....., in said County and State, thisday of....., A. D. 20.....,

..... *Notary Public,.....County,.....

My Commission expires....., 20.....