

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

2014 Fluids and Lubricants Bid



SHARON TILMANN
Mayor

NANCY RIDLEY
Interim City Manager

Prepared By:
Division of Public Works

JOHN ZANG
DPW Director

April 2014

City of Mt. Pleasant, Michigan

T A B L E O F C O N T E N T S

2014 Fluids and Lubricants Bid

Bidding Information

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THE CITY OF MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway St. • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY

804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS

1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS

2014 Fluids and Lubricants Bid

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (EST), on Tuesday, April 22, 2014, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2014 Fluids and Lubricants Bid – April 22, 2014".

Proposals are solicited on a unit price basis, for the following items, **delivered** to the Motor Pool garage:

Item Description	Unit
Fully synthetic 5W40 Motor Oil	Gallon
AW46 specific or comparable hydraulic oil	Gallon
Universal full-strength antifreeze, 55-gallon drum	Drum
Premix windshield washer solvent, -20° protection, 55-gallon drum	Drum
85w140 Gear Lube, spec. GL5, 16-gallon drum	Drum
SAW 30w Motor Oil, API CF/SL-SJ, 55-gallon drum	Drum
Lith/Moly Grease, minimum 3% NLGI, 14 oz. tubes, 10/case	CS

No bid bond or deposit is required for this bid.

Bid documents and specifications are available for pick up at the Division of Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan, 48858, Monday through Friday, 8:00 a.m. to 4:30 p.m., on the City's website at www.mt-pleasant.org, and click on the "Bids and Quotes" tab under the "Quick Links" section, located at the lower left corner of the webpage.

Questions regarding the bid should be directed to Robert Murphy, Street Department Superintendent, at (989) 779-5403, or via email at bmurphy@mt-pleasant.org.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the City.

John Zang
DPW Director
(989) 779-5401

Jeremy Howard
City Clerk

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.
- c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

Revised: February 2006

**City of Mt. Pleasant
2014 Fluids and Lubricants Bid**

TO: Office of the City Clerk
City Hall
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: April 22, 2014
TIME: 1:30 p.m.

In accordance with the specifications and other requirements heretofore provided, the undersigned agrees to provide and deliver the specified materials at the following costs. **Unit prices of successful bidder shall remain firm from date of bid to December 31, 2014.**

BID ITEM	UNIT	UNIT COST	TOTAL
Fully synthetic 5W40 motor oil	Gallon	\$ _____	\$ _____
AW46 specific or comparable hydraulic oil	Gallon	\$ _____	\$ _____
Universal full-strength antifreeze, 55-gal. drum	Drum	\$ _____	\$ _____
Premix windshield washer solvent, Min. -20° protection, 55-gal drum	Drum	\$ _____	\$ _____
85w140 Gear Lube, spec. GL5, 16-gallon drum	Drum	\$ _____	\$ _____
SAW 30w Motor Oil, API CF/SL-SJ, 55-gallon drum	Drum	\$ _____	\$ _____
Lith/Moly Grease, min. 3% NLF1, 14 oz. tubes, 10 tubes/case	CS	\$ _____	\$ _____
	TOTAL BID	\$ _____	\$ _____

_____ Dollars and _____ /100 Cents
(Written)

Please include all relevant safety data sheets with your bid.

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

EMAIL _____

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME & TITLE _____

DATE _____

City of Mt. Pleasant
2014 Fluids and Lubricants Bid
SPECIFICATIONS

Instructions:

1. Any questions pertaining to the bid should be directed to Robert Murphy, Street Superintendent, (989) 779-5409, Monday through Friday, 8:00 a.m. to 4:00 p.m., or via email at bmurphy@mt-pleasant.org.
2. The bid shall be awarded to the lowest responsible bidder based on the ability to meet the specifications and special provisions of the quotation documents. Each item may be awarded separately based on these criteria.
3. The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Specifications:

1. All prices shall be considered firm from date of the bid to December 31, 2014.
2. Unit prices **shall include delivery** to the City of Mt. Pleasant's Motor Pool garage, located at 1303 N. Franklin Street, Mt. Pleasant, Monday through Friday, 7:30 a.m. to 3:00 p.m. only. Unit prices shall be all inclusive. No fuel surcharges, administrative fees, etc. will be allowed.
3. The successful bidder shall provide and deliver material within a 24-hour period from the time of request by the Street Superintendent or other such delegate.
4. The successful bidder shall provide all material safety data sheets relevant to each product when submitting the bid proposal sheet.