

April 26, 2004

NOTICE TO BIDDERS

B/04/031

BETTIS PNEUMATIC ACTUATORS, FOUR (4) EACH, PURCHASE & INSTALLATION

Sealed Bids marked "**B/04/031 Bettis Pneumatic Actuators, Four (4) each, Purchase & Installation**" will be accepted at the **Finance Department, Purchasing Section, 8th floor City Hall, 124 W. Michigan Avenue, Lansing**, Michigan 48933, until 3:00 p.m., local time in effect on **May 20, 2004**. Bids will be opened and read aloud immediately thereafter in the conference room. *Two (2) copies of the bid proposal section required.*

Due to the increased number of phone inquiries, bid results will **only** be released via fax, self-addressed stamped envelopes or on the Internet at <http://finance.cityoflansingmi.com/purchasing>

If any changes or additions are required for this bid an addendum will be issued by the Finance Department. All addenda received shall be listed on the outside of your bid envelope. Any proposal received without each addendum listed by number and date received on the outside of the bid proposal when submitted, may be declared a non-responsive bid.

The City of Lansing encourages bids from all vendors including MBE/WBE vendors.

Any contractual or bid package questions should be directed to John Green , Senior Buyer at (517) 483-4129. Technical questions should be directed to Scott Jezak, Wastewater Treatment Plant Maintenance Supervisor at (517) 483-4404.

Antonia M. Kraus C.P.M.
Business Services Manager

Attention Bidders

Effective June 21, 2002, the Mayor renewed the Executive Order creating a preference for Lansing based businesses. The Executive Order will be in effect until December 31, 2005.

Qualifications for Lansing Based Business status:

- 1) Pay City income taxes on Net Profits
- 2) Pay City property taxes on a plant or office and equipment used for the performance of the contract bid upon - or - other real or personal property in the City of Lansing equivalent in value to such plant or office and equipment for not less than one year prior to determination.

Preference Statement:

A Lansing based business that has been deemed responsive and responsible according to the requirements of the Purchasing Ordinance that is within 5% of the low bid will be given an opportunity to match the low bid amount to receive the contract. If there is more than one qualified, responsive and responsible Lansing based bidder, the first opportunity to match the low bid will go to the Lansing based firm with the lowest bid.

If the Lansing based business refuses to match the low bid, the contract will be awarded to the responsive and responsible low bidder.

Additional Information:

The full copy of the Executive Order is on file in the Purchasing Offices, the City Clerk's office or on the City of Lansing Purchasing Web site located at:

<http://finance.cityoflansingmi.com/purchasing>

The City of Lansing Purchasing Office is collecting information to determine how firms find out about our bids and collecting demographic information regarding woman-owned, minority-owned and Lansing based business.

Completing this form is optional but the more information we can gather, the better we can serve you. This form will not be used during the evaluation of bids or proposals. You may return this sheet in your bid envelope or mail it back separately. Please, do not staple this to your bid document.

Solicitation Number: B/04/031

Solicitation Name: **Bettis Pneumatic Actuators, Four (4) each, Purchase & Installation**

How did your firm learn of this solicitation? Please check all that apply.

- City of Lansing Purchasing Web Page
(<http://WWW.GOVBIDS.COM>)
- Lansing State Journal
- Diversity Focused Newspaper (The New Citizens Press, The Chronicle,
The Michigan Bulletin or El Central)
- Post Card from the City of Lansing Purchasing Office
- Trade Magazines (Michigan Construction Magazine, etc.)
- Automatic On-line Notification Services
- Plan Room
- Other, please

list: _____

Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing

yes _____ no _____

Is your firm owned (at least 51% ownership), operated and controlled by a member of the following minority groups? If so, please check all that apply:

- ___ African-American
- ___ Hispanic-American
- ___ Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)
- ___ Asian-Pacific
- ___ Asian-Indian (India, Pakistan and Bangladesh)

Is your firm owned (at least 51% ownership), operated and controlled by a female:

- ___ Caucasian
- ___ Minority Group (see above)

Thank you for your participation.

CITY OF LANSING
 FINANCE DEPARTMENT-PURCHASING SECTION
 8TH FLOOR CITY HALL
 124 W. MICHIGAN AVENUE
 LANSING, MICHIGAN 48933

THIS IS NOT AN ORDER
 NOTE: If your bid/quotation is not returned and **completed** on this form, it may not be considered.
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR BID # **B/04/031** FOR: **BETTIS PNEUMATIC ACTUATORS, FOUR (4)**
EACH, PURCHASE & INSTALLATION

DATE **APRIL 26, 2004** **PUBLIC SERVICE DEPARTMENT-WASTEWATER**
TREATMENT PLANT

SEALED BIDS DUE 3:00 P.M. LOCAL TIME IN EFFECT MAY 20, 2004
 Please furnish your bid for **BETTIS PNEUMATIC ACTUATORS, FOUR**
(4)EACH,PURCHASE & INSTALLATION as per the attached specifications.
 Price shall be F.O.B. 1625 Sunset Avenue, Lansing, Michigan.

Failure to complete all required forms may result in the bid being declared non-responsive.

A complete set of service and repair manual(s) with operating manual(s) covering this equipment shall be furnished with the unit.

ITEM	QTY	DESCRIPTION	DELIVERY DAYS A.R.O.	TTL DELIVERED AND INSTALLED PRICE
A	4	BETTIS PNEUMATIC ACTUATORS, MODEL G3016-SR2, DELIVERED, INSTALLED AND MADE READY FOR OPERATION AT EXISTING LOCATION. CITY WILL REMOVE OLD ACTUATORS ABOVE AS PER ATTACHED SCOPE OF WORK & EQUIPMENT INFORMATION SHEET.		

Any exceptions to the bid specifications shall be noted on a separate sheet and attached to the bid. The City reserves the right to accept any bid, to reject any or all proposals and to make the award in the best interest of the City.

FEDERAL I.D. # _____

BY _____

COMPANY _____

TITLE _____

F.O.B. _____

ADDRESS _____

TERMS: _____

CITY & STATE _____

DATE OF BID _____

TELEPHONE _____

NOTE: No bid tabulation will be mailed after the award of the bid unless requested by a bidder who submits a stamped, self-addressed envelope with his bid

MICHIGAN CIVIL RIGHTS ACT

Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, national origin, color, sex, marital status, age, height or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

The City of Lansing is exempt from all state and federal taxes. Exemption certifications available upon request.

Equipment Information and Scope of Work

General description:

- C Supply and install a total of four Bettis pneumatic actuators series G3016-SR2 with spring to open and air to close operation, capable of putting out 48,227 In./Lbs. of torque on air start and positioner, high air flow type with a 4-20 MA input.
- C Removal of existing actuators will be performed by the city.
- C Five year manufacturers warranty on pneumatic actuator, and positioner.
- C One year warranty on workmanship associated with installation.
- C Contractor installing the actuators must meet the City of Lansing insurance requirements.

A. PREPARATION OF BID: Execute bid fully and properly. Submit the bid on this form in a sealed envelope to this office prior to the opening time when bids will be publicly opened and read aloud.

B. SIGNATURES: All bids, notifications, claims and statements must be signed as follows:

(1) **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. Each signature must be witnessed and notarized.

(2) **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 bid is signed by all partners no authorization is needed. Each signature must be witnessed and notarized.

(3) **INDIVIDUAL:** No authorization is needed, but signature must be witnessed and notarized.

D. REJECTION OR WITHDRAWAL: The City reserves the right to reject any bids and to waive any defects in bids. Bids may not be withdrawn within 90 days after opening date without forfeiting bid security.

E. CONTRACT: Upon acceptance by the City, this document will constitute the contract. The contract, however, shall not be in force until the Contractor has complied with all of the requirements of insurance and bonds.

F. DEFAULT TO CITY: It is understood that any bidder who is in default to the City at the time of submittal of the bid shall have his bid under the proposal declared null and void.

GENERAL CONDITIONS

1. DEFINITIONS:

"CITY" - the City of Lansing.

"DIRECTOR" - the head of the Department indicated in the proposal or his authorized representative.

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

"NOTIFICATION" - written notice delivered in person or by mail.

"CONTRACT DOCUMENTS" - this document and supplemental specifications and drawings.

2. CONFLICTS AND OMISSIONS: The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Director's decision shall be final.

3. ROYALTIES, PATENTS, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

4. EXAMINATION OF PREMISES: Bidder shall familiarize himself with local conditions affecting the job. He shall take his own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in this behalf by reason of error or omission on his part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing and in accordance with General Condition 13. **CHANGES**, of any defects that will affect the results.

5. WORKING CONDITIONS: All work shall be done in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc. shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in this proposal all costs for meeting such working conditions.

6. 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. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Director.

7. EMPLOYEES AND SUPERINTENDENCE: Contractor shall enforce good order among his employees and shall not employ on the work any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. Contractor, or a competent person having authority to act for him, shall be at the work at all times. He shall have the plans and specifications available on the site at all times.

8. OTHER CONTRACTS: The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors to execute their work as may be anticipated by these documents.

9. PROTECTION: Contractor shall properly protect all new and existing work from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety

10. INSURANCE: No work connected with this contract shall be started until the Contractor has submitted evidence to the Director and City Clerk that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and that (b) he is covered by \$500,000.00 combined single limit for personal injury and property damage. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "Additional Insured". Partial payments shall not relieve the Contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

12. CHANGES: Contractor shall make changes in the contracted work only as ordered in writing by the Director.

13. INSPECTION: Contractor shall at all times permit and facilitate inspection of the work by the Director.

14. TERMINATION FOR BREACH: The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the Director. In the event of such termination, the City may complete the contracted work and the contractor will be liable for any excess cost occasioned by the City thereby and in such case the City may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefor.

15. CLEAN-UP: Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and at the completion of the work he shall remove all his waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his work clean and ready for use.

16. GUARANTEE: Contractor shall furnish the City with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City.

17. PAYMENT: Payment for the work will be made in one sum at the completion of the contract except that, at the City's option, partial payments aggregating 90% of the value of the completed work may be made at monthly intervals when the bonds in section 12 are furnished. If Contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported as the Director may require.

Contract will not be considered complete until the work has been finally accepted by the City Unit and the Director and the following have been furnished:

- a) The required guarantees, and
- b) satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been completed.
- c) If contract is terminated by the City, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to City occasioned by Contractor's breach. Payment shall not be made until after contract project is completed, as determined by the Director.

18. LIABILITY FOR TAXES: When the terms of this contract involves the lease of property real or personal to the City, it is understood that lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

19. It is understood that the contractor shall perform all work under this contract in conformance with the State of Michigan general safety Rules and Regulations for the construction industry, being Act 89 of the Public Acts of 1963, as amended.

A complete set of service and repair manual(s) with operating manual(s) covering this equipment shall be furnished with all units.

OR EQUAL CLAUSE: Whenever an article, material or item of equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term “or equal” if not inserted, shall be implied. The specific article, material or item of equipment mentioned shall be understood as indicating the minimum requirements of fulfilling contract obligations as regards type, function, standard of design and efficiency. The City of Lansing will decide the questions of equality.

Any exception to the bid specifications shall be noted on a separate sheet and attached to the bid.

Payment will be according to PAYMENT PROCEDURE.