



FINANCE DEPARTMENT

PURCHASING OFFICE

124 W. Michigan Avenue, 8th floor

Lansing, Michigan 48933-1603

(517) 483-4124

<http://www.lansingmi.gov/finance/purchasing>

AUGUST 4, 2010

NOTICE TO BIDDERS

B/11/018

OPEN PARK PICNIC SHELTER

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to www.mitn.info

Sealed Bids marked "**B/11/018, OPEN PARK PICNIC SHELTER**" 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 AUGUST 31, 2010. Bids will be opened and read aloud immediately thereafter in the conference room.

Bid results will **only** be released via email, self-addressed stamped envelopes or on the Internet at www.mitn.info. Please forward your email request to: srobinso@lansingmi.gov

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.

The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services.

Any contractual or bid package questions should be directed to me at (517) 483-4129. Technical questions should be directed to Dick Schaefer, Landscape Architect, at (517) 483-4283.

John J. Green
Interim Purchasing Manager

Attention Bidders

The City of Lansing in partnership with the business community recognizes the need to facilitate economic development in our community. As part of the economic growth strategy, the City has incorporated the Local Preference into the City Purchasing policies.

Local 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.

Projects greater than \$500,000 are exempt from the Ordinance.

Qualifications for Lansing Based Business status:

1) Pay City income taxes on Net Profits

and

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.

Additional Information:

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

www.finance.cityoflansingmi.com/purchasing

Solicitation Number: B/11/018

Solicitation Name: OPEN PARK PICNIC SHELTER

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

☐ City of Lansing Purchasing Web Page <http://www.mitn.info>

☐ City of Lansing Purchasing Office

☐ Other, please

list: _____

II. 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)

☐ Disabled-Owned

Is your firm owned (at least **51%** ownership), operated and controlled by a female: Yes _____ No _____

III. Company Information

Federal Tax ID Number _____

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

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/11/018

FOR: OPEN PARK PICNIC SHELTER

DATE: AUGUST 4, 2010

PARKS AND RECREATION DEPARTMENT

SEALED BIDS DUE 3:00 PM, LOCAL TIME IN EFFECT AUGUST 31, 2010

The City of Lansing Purchasing Office requests bids for the purchase of an OPEN PARK PICNIC SHELTER for the Parks and Recreation Department per the attached specifications. Failure to complete and return all required forms may result in your bid being declared non-responsive. Price bid shall be F.O.B. 717 E. Shiawassee Street, Lansing, MI 48912, at the site known as the Parks and Recreation Oak Park Maintenance Offices.

ITEM	QTY	DESCRIPTION		TOTAL DELIVERED PRICE
A	ONE LOT EACH	30' x 40' RECTANGULAR SHAPED, WOOD ROOFED, STEEL SUPPORT OPEN PARK PICNIC SHELTER AS PER THE ATTACHED CITY OF LANSING SPECIFICATIONS, DELIVERED TO CITY STORAGE SITE.		
DELIVERY IN _____ DAYS A.R.O.				

A complete set of service and repair manuals shall be furnished upon delivery.

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

The City reserves the right to accept any quote, to reject any or all quotes and to make the award in the best interest of the City.

All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of bid due date as per City of Lansing Ordinance Section 206.02(a)1(G).

Any contractual or bid package questions should be directed to John Green at (517) 483-4129. Technical questions should be directed to Dick Schaefer at (517) 483-4283.

FEDERAL I.D.# _____	ADDRESS _____	NOTE: Bid results will only be released via email or on the Internet at www.mitn.info
COMPANY _____	CITY & STATE _____	
SIGNATURE _____	TELEPHONE _____	
PRINTED NAME _____	F.O.B. _____	
TITLE _____	SHIP VIA/ROUTING: _____	
DATE: _____	TERMS: _____	
MICHIGAN CIVIL RIGHTS ACT Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation 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.		



Virg Bernero, Mayor

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PURCHASING OFFICE

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - (b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Purchasing Ordinance, Sec. 206.02 (a) (1) (G).

[] I am able to certify to the above statements.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

[] I am unable to certify to the above statements. Attached is my explanation.

MATERIAL LIST AND GENERAL DESIGN REQUIREMENTS

The general perimeters for the building are as follows. The open park shelter is to have a gable-end rectangular shape, 30' x 44' feet dimension (eave to eave), wood roof structure with asphalt shingles, steel columns resting on concrete footings.

Material package shall be as designed and specified as noted below.

LOW PITCH BEAMS

Structural glue laminated timber shall be in conformance with ANSI/AITC Standard A.190.1- latest edition. Species: Laminating lumber shall be kiln-dried, architectural grade, sealed and wrapped. Adhesives shall be wet-use (waterproof) complying with ANSI/AITC A190-1 latest edition. The roof system for wood structure and building are designed to withstand a minimum 30 PSF live load and 20 PSF dead load and 90 MPH wind gust. Local building codes will prevail. The roof slope shall be 3/12.

STEEL COLUMNS

Columns are to be fabricated from structural steel tubing conforming to ASTM A-500. All structural steel members designed in accordance with requirements of American Institute of Steel Construction (AISC) and American Iron and Steel Institute (AISI). Surface mounted steel columns shall be sized to suit loading requirements. Welding should be preformed by certified welders in accordance with American Welding Society (AWS), Structural Welding Code Steel (AWS). Surface preparation in accordance with SSPC SP-2. Shall be prime painted using alkyd corrosive resistant primer. Finish coat: rust control inhibitive latex enamel. Base covers for the columns are to be provided.

ROOF PURLINS AND DECKING

2" x 6" (nominal), #1 grade, single tongue and groove with V-joint on bottom face, kiln- dried Southern Yellow Pine, maximum moisture content shall be 19% or less selected for decking. Specified lengths, with all joints over supports. Members are to be secured with galvanized or stainless steel hardware.

SHINGLES

Class "A" fire rated, architectural grade, laminated fiberglass shingle with a 40 year limited warranty, ASTM D 3018 type 1. To be installed, over 30 lb. felt and style "D" roof edge. Roof application as per manufacturer's specifications. Color to be approved by owner.

FASCIA

(Nominal) 2" x 8" Western Red Cedar, "D"/ Better Grade, kiln-dried, surfaced on four (4) sides, Western Wood Products Association Grading Rules (latest edition).

HARDWARE AND FASTENERS

All hardware and fasteners needed to construct and fabricate the shelter are to be included in this bid. Either galvanized or stainless steel, which are weather resistant, are to be used on this project.

DESIGN DRAWINGS

Stamped design drawings by a registered architect or engineer licensed in the State of Michigan are required. Supply two sealed architectural drawings and specifications and five plan and specification sets for construction purposes. These sealed drawings and specifications will need to be submitted to the Lansing Building Safety Department for their review and approval. Some revisions might be required. Structural calculations are to be included as well as any other data required by the city's Department.

PRICING

Bid price is to include not only cost for the shelter itself but also freight and handling to the Lansing, Michigan.

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.

(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.

C. 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.

D. 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.

E. 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. Directors 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. 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.

5. 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.

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

7. 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 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 therefore.

~~**8. 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.~~

~~**9. 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 paid.~~

~~(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.~~

10. 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.

~~**11. 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 \$1,000,000.00 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. HOLD HARMLESS: To the fullest extent permitted by law, the contractor/vendor shall indemnify, defend, and hold harmless the City of Lansing, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the contractor/vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.