FINANCE DEPARTMENT DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

CITY OF FLINT PROPOSAL NO. 21000602

SLUDGE STORAGE PIPE FABRICATION PROJECT

Date Posted: 02/08/21

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SLUDGE STORAGE PIPE FABRICATION PROJECT

Based on the COVID-19 public health threat, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. If dropping off a bid, please wear a mask.

Thank you.

CITY OF FLINT

FINANCE DEPARTMENT DIVISION OF PURCHASES AND SUPPLIES

City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502 (810) 766-7340 www.cityofflint.com



Sheldon Neeley Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

THE CITY OF FLINT
FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL NO: 21000602

SCOPE OF WORK:

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

SLUDGE STORAGE PIPE FABRICATION PROJECT

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) Original Hard Copy Unbound with original signatures and one (1) Electronic copy of your bid.

Proposal submittal information MUST be received by the following dates and times:

- 1. The mail in <u>HARD COPY</u> with the original signature (signed documents) must be received by <u>Tuesday</u>, <u>February 23</u>, <u>2021 by 3:00 PM (EST)</u>, <u>City of Flint</u>, <u>Finance Department Division of Purchases and Supplies</u>, <u>1101 S</u>. <u>Saginaw St.</u>, <u>Room 203</u>, <u>Flint</u>, <u>MI</u>, <u>48502</u>. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
- 2. <u>Electronic Copy</u>, please email to <u>PurchasingBids@cityofflint.com</u> by Tuesday, February 23, 2021 by 1:00 PM. Pease note that in the subject line of the email, type in the proposal name and number.
- 3. Faxed bids are not accepted.
- 4. Both mail in proposal and electronic submittal must be received by due date and time.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at https://www.cityofflint.com/finance/purchasing/bids-2/ under "open bids" and the specific bid or proposal number assigned to this notice.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Joyce A. McClane 810-766-7340 jmcclane@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

NOTICE TO VENDOR Offers, subject to the conditions made a part hereof, will be received at this office, **1101 S. Saginaw St., Flint, MI 48502 for the following:**

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at https://www.cityofflint.com/finance/purchasing/bids-2/ under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at https://www.cityofflint.com/finance/accounts-payable-department/.

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

https://www.cityofflint.com/finance/purchasing/results/ under "bid results".

City of Flint has partnered with BidNet as part of the MITN Purchasing Group (branded page link) to post bid opportunities to this site. As a vendor, you can register with the MITN Purchasing Group and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan. City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:

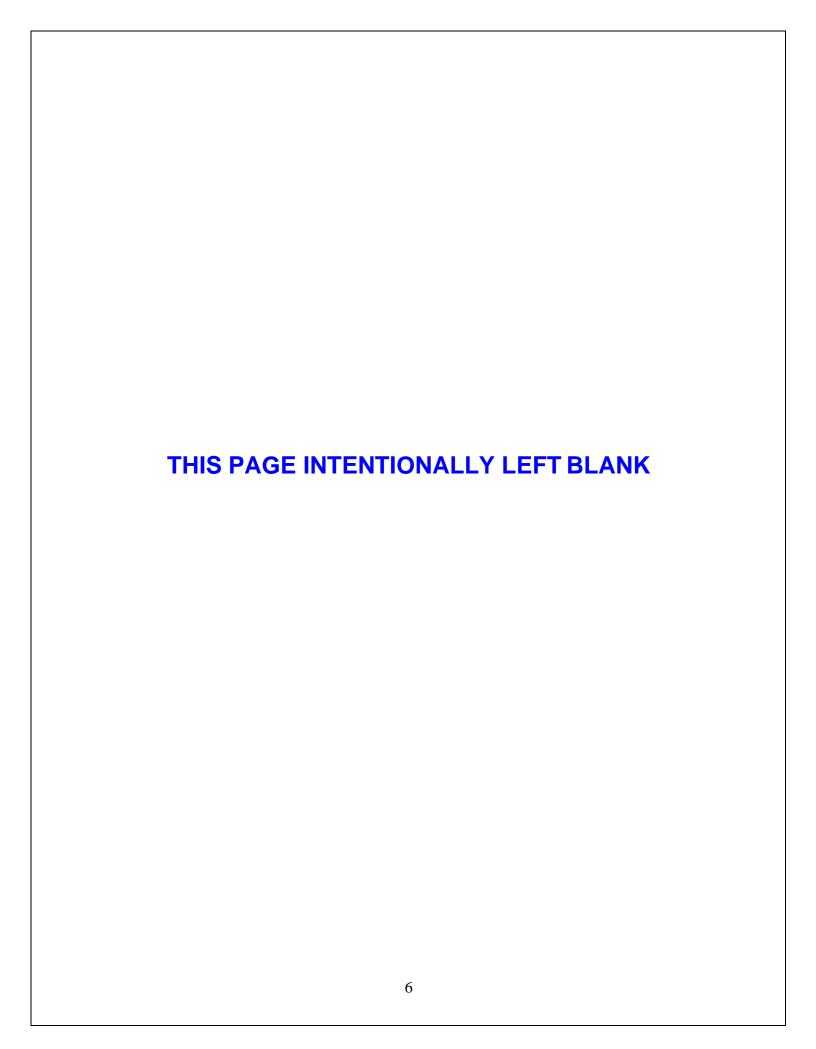
MITN Purchasing Group (branded page link)

Any questions regarding the proposal process may be directed to Purchasing in writing by no later than 02/16/21 by 1:00 PM to email address: imcclane@cityofflint.com.

Sincerely,

Joyne & McChane

Joyce A. McClane, CPPB Purchasing Manager



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 Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, 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 RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

3) PROPOSAL SUBMISSION:

- a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
- b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, 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 their proposal 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. Proposals 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, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP 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 Proposals (RFP), and that the Contractor 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) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
- 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 proposal will become the property of the City of Flint.

- h) Proposals must be held firm for a minimum of 120 days.
- 4) EXCEPTIONS: Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the 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 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 proposals 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 proposals.
- 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 pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 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 and/or group of items. 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 proposals must be firm for at least 120 days from the due date of the proposal. 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 RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) 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/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor'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 their 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 that 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.
 - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 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:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 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 by her/him/themselves or by others employed by her/him/them and working under their 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 her/his/their 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 may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** 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.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) 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 she/he/they and said bidder have not directly induced or solicited any other

person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves 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:** Bidder 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) **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 1/2% 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.

29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, 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, 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.

- 30) **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.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor 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.

INDEMNIFICATION: To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others 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 Bidder'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 Bidder 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.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

- 33) **INDEPENDENT CONTRACTOR**: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 34) **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.

- 35) **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.
- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.
- 40) **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.
- 41) **EVALUATION OF PROPOSAL:** In the City's evaluation of 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 specified.
- 42) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: https://www.dol.gov/whd/govcontracts/dbra.htm

- 43) **INSURANCE & BONDS: When applicable,** the bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 44) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 45) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.
 - Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.
 - All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 46) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid;

and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

CITY OF FLINT PROPOSAL NO.21000602

SLUDGE STORAGE PIPE FABRICATION PROJECT

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Purchasing Checklist:
☐ Cover Sheet
☐ Exhibit A – Qualification of Proposer
☐ Exhibit B –Certification Regarding Debarment, Suspension and Other Responsibility matters
☐ Exhibit C – Bid Form Submittal
☐ Exhibit D – List of References
☐ Exhibit E – Certificate of Insurance
☐ Exhibit F - Non-Bidder's Response
☐ City of Flint, Michigan Affidavit

The City of Flint Water Pollution Control (herein referred to as WPC) is seeking qualified mechanical contractors to fabricate piping for the East and West sludge storage tanks. This bid shall include all necessary fabrication listed in the bid specifications below.

TOTAL PROJECT SCOPE

The City of Flint Water Pollution Control proposes to install equipment for additional sludge storage capacity. The project will focus on the fabrication of piping for the East and West Sludge Storage Tanks. The project scope includes the following major components of work:

- 1. Piping for Rotomix sytem for the East and West Tanks.
- 2. Overflow piping.
- 3. Incoming waste piping modifications.
- 4. Piping for sludge removal to existing sludge dewatering devices.

INTRODUCTION

It is the intent of these documents in combination with the other Bidding Documents to provide the Contractor with a clear understanding of their responsibilities and the minimum standards required for a complete and workable system.

The Contractor is to supply all materials indicated in, implied by or associated with, those items/systems mentioned in the scope of work, drawings, special conditions, safety program and other documentation included in this bid package, with the exception of those specific items identified as free issue items.

The term "pipework" is used as a general term in this Scope of Work, and bid documents, and is intended to include all fittings, flanges, threadolets for indicating devices, pipe, etc. which is required for a complete and workable system.

All work shall be consistent with the best accepted industry trade practices and standards. All pipework shall be fabricated in a true and tradesman like manner. Any improper workmanship will be restored at the Contractor's expense.

PRICE SUMMARY

The Bidder's Price for each Bid Item shall be complete in every respect, so that at the discretion of WPC, a unit may be deleted for the full amount quoted, prior to the Award of a Contract, without affecting the prices of other Bid Items quoted.

SCOPE OF WORK

The City of Flint uses anaerobic digestion (AD) for the processing of wastewater sludges. The main process occurs within the AD complex (aka the "digester building). In 2010, major renovations and additions to the AD complex were completed. The AD complex has two (2) digesters, commonly known as the South and North digesters. The North digester was renovated as part of the 2010 renovations and the South digester was completed in 2019.

With a single 250,00 gallon digested sludge storage tank that services both digesters the City now finds that it has inadequate storage that must be addressed. The City is looking to repurpose two (2) old roughly 250,000 gallon decant tanks for additional digested sludge storage. As part of this contract the City is seeking qualified mechanical contractors to fabricate piping for the East and West sludge storage tanks.

This proposal shall include all 304 sch10 stainless steel piping, all welding, flanges, and threadolets needed. This proposal is to include the measuring and pipe fabrication as the City will install the piping. The proposal shall include what is listed below and what is provided for in the drawings in Appendix A, B C, and D.

- 1. Appendix A Section 072710 Stainless Steel Sludge Piping & Fittings.
- 2. Appendix B Old Decant drawings.
- 3. Appendix C Drawing from Vaughn to show the piping needed in the tank for the nozzels.
- 4. Appendix D Drawings showing new piping needed in the tunnel and zimpro basement.

The Contractor shall provide threadolets for the air purge valves, inlet and discharge gauges for both mixing pumps and conform to the specification of section 072710 found in Appendix A. The Contractor shall also provide a 3 inch flanged connection in the eight inch line for the drain off the tanks so that the City can tie in the 3 inch drain from another building.

The Contractor shall assume responsibility for the verification of orientation and alignment of all equipment to form part of the total system and make allowances for any dimensional discrepancies.

All drawings provided as part of this specification are for reference only. The City does not warrant that they are complete accurate. The Contract shall be responsible for field verification of all dimensions.

Warranty

The Contractor shall expressly represent, warrant and agree that all goods, equipment, material, and fabrication provided or performed on or off City premises relative to this Contract will:

- 1. Be free of defects in workmanship and materials for a period of twelve (12) months after the delivery of the piping to the City.
- 2. Conform in all respects to the City's specifications, requirements or other descriptions.
- 3. Be fit for the purpose(s) of intended use.
- 4. Be new and good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind.

Any usage statement, guarantee, or warranty stated in the Bid relating to equipment, materials, service, or Work will be superseded by the terms and conditions stated herein or in their absence by the following:

- 1. If said equipment, material, service or Work is found to be defective in workmanship and materials, design fails, or is found to be nonconforming with the terms and conditions of this Contract with the time as specified in this section, it shall, at the City's option, be repaired or replaced at the City's location by the Contractor at absolutely no cost to the City.
- 2. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims, and security interests of whatever nature and substance. Upon request, the Contractor will supply the City with documentation satisfactory to it evidencing the absence of such liens, encumbrances, claims, and security interests.

SECTION 072710-1

STAINLESS STEEL SLUDGE PIPING AND FITTINGS

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes requirements for providing stainless steel sludge piping, complete with fittings and accessories. The stainless steel piping and fittings specified below are intended for liquid service and are provided as alternates to the glass lined ductile iron sludge piping and fittings as indicated in accordance with the Contract Documents.

1.2 REFERENCES

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards, and specifications, except where more stringent requirements have been specified herein:
 - 1. American Society of Mechanical Engineers (ASME)
 - 2. American Society for Testing and Materials (ASTM)
 - 3. American Welding Society (AWS)
 - 4. Manufacturer's Standardization Society of the Valve and Fitting Industry, Inc. (MSS)
 - 5. American National Standards Institute (ANSI)

1.3 SUBMITTALS

- A. Copies of affidavit from manufacturer that all materials furnished have been tested and comply with all applicable provisions of the Standards listed and this specification.
- B. Copies of each of the following shop test results shall be submitted:
 - 1. Chemical and physical properties
 - 2. Results of hydrostatic tests, including identification of each spool piece and component.
- C. Prior to the start of the work, Contractor shall submit a list of proposed welders and the type of welding for which each has been qualified.

PART 2 MATERIALS

2.1 MANUFACTURERS

A. The following manufacturers are named to establish a standard of quality necessary for the Project:

- 1. Douglas Brothers Div., Robert Mitchell Co., Inc. Portland, ME
- 2. Tioga Pipe Supply Company, Inc., Philadelphia, PA
- 3. Or equal

2.2 STAINLESS STEEL PIPE AND FITTINGS

- A. Stainless steel pipe, pickled and passivated, shall be ASTM A778, type 304L, Schedule 10S.
- B. Joints for stainless steel pipe and fittings shall be provided as butt welded or flanged. The quantity of field welds shall be minimized and locations of field welds shall be submitted to the Engineer for approval.
- C. Fittings shall conform to the following:
 - 1. Butt weld type, stainless steel, pickled and passivated, schedule to match piping, ASTM A774, Type 304L, conforming to MSS SP-43.
 - 2. All elbows shall be long radius, unless otherwise designated.
 - 3. The quantity of field welds shall be minimized and locations of field welds shall be submitted to the Engineer for approval.
- D. Stub ends shall be stainless steel, ASTM A240, Type 304L, conforming to MSS-SP43, or flared nipples, schedule to match pipe.
- E. Flanged Joints
 - 1. Flanged pipe ends shall be made of type 304L stainless steel slip-on type rolled angle face rings and primed ductile iron backup flanges drilled to ANSI 16.1 Class 125 standard or MSS SP44 or whatever may be required to match field connections, subject to approval by the engineer.
 - 2. The angle face ring thickness shall be equal to or greater than the wall of the pipe or fitting to which it is welded and it shall be continuously welded on both sides to the pipe or fitting.
 - 3. The angle leg shall not interfere with the flange bolt holes.
 - 4. The back-up flanges shall be supplied with the following nominal thicknesses:

Nominal Pipe Size	Flange Thickness
less than 3-inches	1/2 inch
4 inches	9/16 inch
6 - 10 inches	5/8 inch
12 - 16 inches	3/4 inch
18-20 inches	7/8 inch
24-30 inches	1 inch

E. Flanges shall be provided as a minimum at all flanged equipment items. Joints for shipping, handling, and installation shall be flanged or arched band couplings.

F. Bolts and Nuts

- 1. Unless otherwise specified, bolting shall be Type 304 stainless, ASTM A193, Grade B8M hex head bolts and ASTM A194, Grade 8M hex head nuts.
- 2. When mating flange on valves or equipment is cast iron, use ASTM A307, Grade B, square head bolts and ASTM A563, Grade A heavy hex head nuts.
- G. Thread lubricant shall be Teflon tape.
- H. Covered welding electrodes for shielded metal arc process for Type 304L pipe shall be in accordance with AWS 5.4, E 308L.
- I. Welding rod and bare electrodes for gas tungsten arc or gas metal arc processes for Type 304 pipe and Type 304L pipe shall be in accordance with AWS 5.9, ER 308 and AWS5.9, ER 308L, respectively.
- J. Suitable dielectric insulation shall be provided to isolate dissimilar metals when applicable.
- K. Gaskets shall be 1/8-inch thick neoprene rubber, durometer hardness of No. 80, 1500 psi minimum tensile strength, 125 percent minimum elongation, flat ring type with RF flanges and full face type with FF flanges, Garlock Style 7797, or equal.
- L. Pipe anchors shall be placed where shown on the Drawings.
- M. Threaded connections shall be provided as needed for instrumentation. The Contractor shall coordinate with the pipe manufacturer the quantities, sizes and locations of threaded connections, as indicated in the Contract drawings and specifications.

3.3 SOURCE QUALITY CONTROL

- A. Welding Procedure Qualification
 - 1. Furnish Engineer for prior review, procedure specifications and qualification records of welding procedures for all pipe welding to be performed under this Section, in accordance with AWS Standards.
- B. Shop Testing shall include the following:
 - 1. Chemical and physical properties.
 - 2. Hydrostatic test of all components, spool pieces, etc. to 125 psig.

PART 3 EXECUTION

3.1 FABRICATION AND INSTALLATION

- A. All fabrication and welding shall be performed in the shop by certified welders to ASME approved procedures and AWS Standards. Field welding shall be permitted only as approved by Engineer. All welding shall be by the shielded arc, inert gas, MIG or TIG method. Filler wire shall be added to all welds to provide a cross-section of weld metal equal to, or greater than, the parent metal. Inert gas shielding shall be provided to the interior and exterior of the joint. Interior weld beads shall be smooth, even, and not have an interior projection more than 1/16 inch beyond the I.D. of the pipe or fitting.
- B. Spools shall be fabricated to the "Pipe Fabrication Institute" fabricating tolerances ES-3 (1981).
- C. After manufacture, all pipe, fittings, supports, specials, etc. shall be preferably passivated by immersion in an air agitated pickling tank containing a 25% solution of nitric and hydrofluoric acids for 40 to 50 minutes. The acid shall be neutralized by immersion in a rinse tank containing clean water and tri-sodium phosphate.
- D. After welding, all welded joints shall be cleaned with an industry standard cleaning solution, brushed with stainless wire brushes, and rinsed clean.
- E. All fabricated piping shall have openings plugged and flanges secured for storage and/or transport after fabrication. All fabricated piping shall be piece marked with identifying numbers or codes which correspond to the contractor's layout and installation drawings. The marks shall be located on the spools at opposite ends and 180 degrees apart.
- F. The piping supplier during manufacturing, fabrication, and handling stages, and the contractor during handling and installation stages, shall use extreme care to avoid the contact of any ferrous materials with the stainless steel piping. All saws, drills, files, wire brushes, etc., shall be used for stainless steel piping only. Pipe storage and fabrication racks shall be non-ferrous or stainless steel or rubber lined. Nylon slings or straps shall be used for handling stainless steel piping. Contact with ferrous items may cause rusting of iron particles embedded in the piping walls. After installation, the contractor shall wash and rinse all foreign matter from the piping surface. If rusting of embedded iron occurs, the contractor shall pickle the affected surface with Oakite Deoxidizer SS or equal, scrub with stainless steel brushes, and rinse clean.

3.3 FIELD TESTING

- A. All sections of pipelines shall be cleaned and flushed prior to testing.
- B. All pipelines shall be hydrostatically tested in accordance with Section 02602 Leakage Tests Non-structural. Test pressure and duration shall be as specified in Section 02602, unless more stringent requirements are requested by the Engineer.
- C. No leakage will be allowed during the test.
- D. The equipment required for testing shall be furnished by the Contractor and shall include the necessary compressor, valves and gauges to allow for the monitoring of the pressure, release of pressure and a separable test gauge.

3.4 PAINTING

- A. After installation, paint all steel or iron flanges, couplings, and appurtenances per requirements of the Section entitled "Field Painting".
- B. Painting of stainless steel pipe is not required. However, stainless steel piping shall be supplied and installed with a consistently clean surface. Identifying spool piece marks shall be removed with paint thinner or solvents.

* * * * *

EXHIBIT A

QUALIFICATIONS OF PROPOSER

In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, -prospective proposers shall meet the following requirements for submission of a proposal:

- Describe experience your company has in providing similar services (include number of years)
- Identify all subcontractors (if applicable) and provide same information as proposed vendor.
- Describe how your company meets or exceeds the minimum qualification of the services requested.
- Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
- Services provided/worked performed by the proposer for clients identified as references must be described as superior or better by the proposer's references.
- The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the work.
- The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by City of Flint, or debarred by another government entity.

EXHIBIT B

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 or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - ii. Violation of federal or state antitrust laws, or
 - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

EXHIBIT C

SLUDGE STORAGE PIPE FABRICATION PROJECT

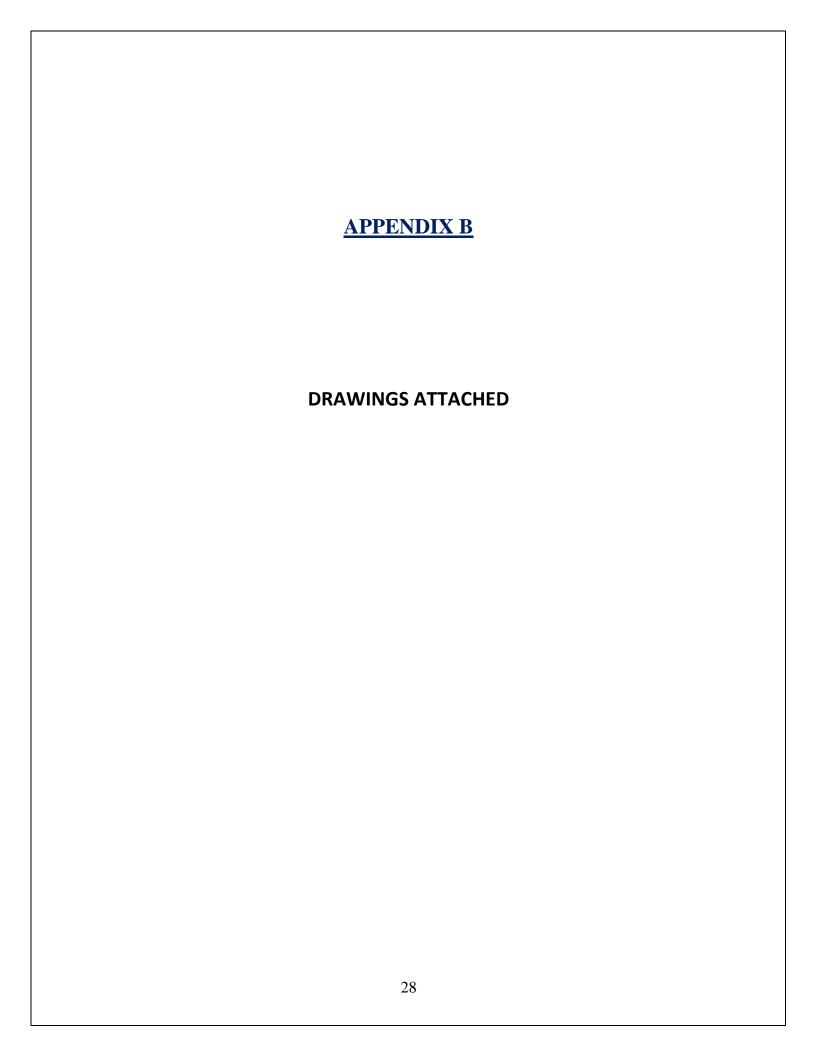
BID FORM

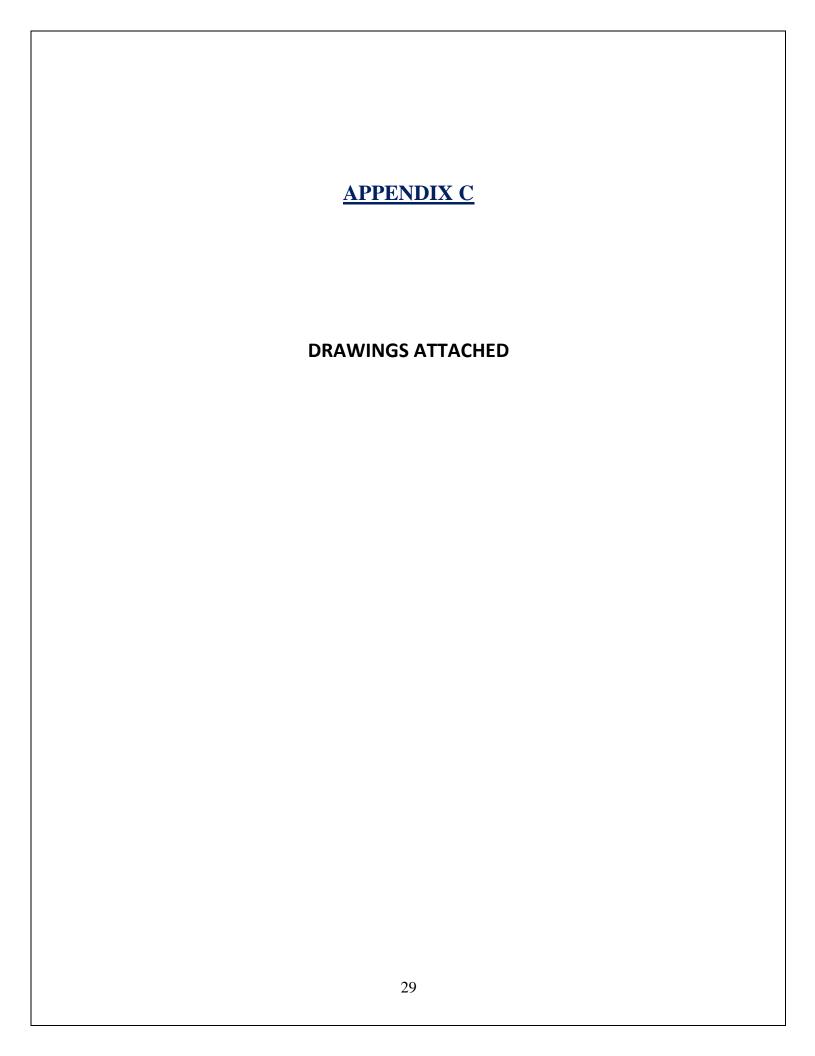
Description	Unit	QTY	Amount
Piping for Rotomix Sytem for the East and West Tanks.	LS	1	
Overflow piping.	LS	1	
Incoming waste piping modifications.	LS	1	
Piping for sludge removal to existing sludge dewatering devices.	LS	1	
TOTAL			

- 1. Failure to use this bid form shall result in bid disqualification.
- 2. Failure to bid on all items shall result in an "incomplete bid" determination.
- 3. List value-added considerations on a separate sheet of paper.

Terms:		Fed. ID#:	
Firm Name:			
Address:			
City/State/Zip			
Phone:	Fax:	Email:	
Signed:		Date:	

APPENDIX A
SECTION 072710 STAINLESS STEEL SLUDGE PIPING & FITTINGS
27





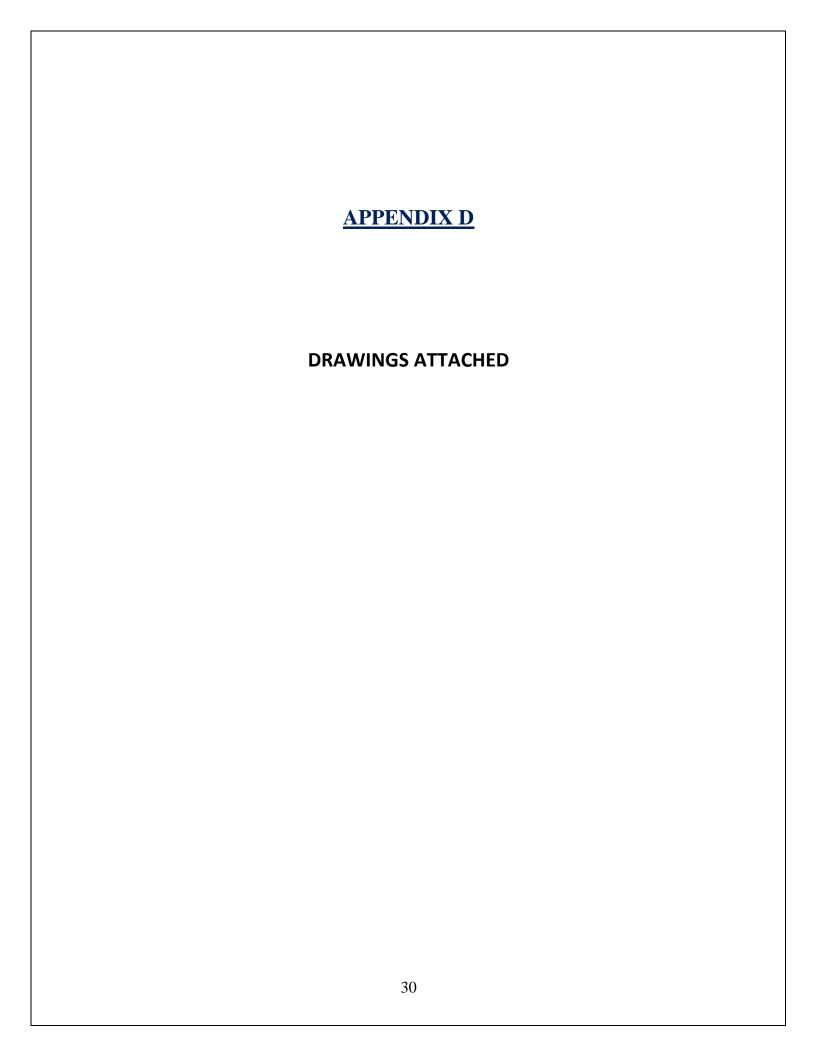


EXHIBIT D

SLUDGE STORAGE PIPE FABRICATION PROJECT

LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1:			
Company/Municipality:			
Contact Person:	Title: _		
Address:			_
City:			_
Telephone:	Fax:		_
Email:			
Type of Project:			
Project Timeline (Dates):	Budget:		_
Reference #2:			
Company/Municipality:			
Contact Person:	Title:		
Address:			_
City:			_
Telephone:	Fax:		_
Email:			
Type of Project:			
Project Timeline (Dates):	Budget:		_

LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS (continues)

Reference #3:			
Company/Municipality:			
Contact Person:	Title:		
Address:			_
City:			-
Telephone:	Fax:		-
Email:			
Type of Project:			
Project Timeline (Dates):	Budget:		<u>.</u>

EXHIBIT E

SLUDGE STORAGE PIPE FABRICATION PROJECT CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages statutory
- \$500,000 per person/\$1,000,000 per accident bodily injury
- \$500,000 per occurrence property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

CERTIFICATE OF INSURANCE (continues)

Minimum Limits:

- Workers' Compensation statutory
- Employer's Liability \$100,000 each accident/\$100,000 disease each employee
- \$500,000 disease policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

• \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

SLUDGE STORAGE PIPE FABRICATION PROJECT NON-BIDDER'S RESPONSE

VENDORS NAME: _

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are not responding to this "Invitation to Bid" for the following reason(s):			
	Items or materials requested not manufactured by us or not available to our company.		
	Our items and/or materials do not meet specifications.		
	Specifications not clearly understood or applicable (too vague, too rigid, etc.).		
	Quantities too Small.		
	Insufficient time allowed for preparation of bid.		
	Incorrect address used. Our correct mailing address is:		
	Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is:		
	OTHER:		

Thank you for your participation in this bid.

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF		<u></u>
COUNTY OF		S.S.
		being duly sworn,
collusive, and is not made in the in directly or indirectly induced or so	terest of or licited any b on or corpo	king the above bid; and that said bid is genuine and not sham or on behalf of any person not therein named, and that they have not idder to put in a sham bid; that they have not directly or indirectly tration to refrain from bidding, and that they have not in any manne advantage over other bidders.
Subscribed and sworn to before m	e at	, in said County and State,
this	day of	, A.D. 20,
		*Notary Public,County,
My Commission expires	,20	<u> </u>
		FOR CORPORATION
STATE OF		
COUNTY OF		S.S.
		being duly sworn, deposes and says that she/he/they
is	of	
(Official Title)		(Name of Corporation)
the corporation making the within authority of its Board of Directors; interests of or on behalf of any per or indirectly induced or solicited an	and foregoi that said bid son not her ny other per	ess under the laws of the State ofing bid; that they executed said bid in behalf of said corporation by d is genuine and not sham or collusive and is not made in the rein named, and that they have not and said bidder has not directly rson or corporation to refrain from bidding; that they have not and collusion to secure to themselves or to said corporation an advantage
Subscribed and sworn to before m	e at	, in said County and State,
this	day of	, A.D. 20,
My Commission expires	,20	*Notary Public,County,

FOR PARTNERSHIP

STATE OF		
	S.S.	
COUNTY OF		
		being duly sworn,
deposes and says that they are a member of the partnership, making the above bid; that they are that said bid is genuine and not sham of collusive therein named, and that they have and said bid person or corporation to refrain from bidding, a sought by collusion to secure to themselves or the same of the	e duly authorized to ve, and is not made i der has not directly and that they have n	make said bid on behalf of said co-partnership; n the interest of or on behalf of any person not or indirectly induced or solicited any other ot and said bidder has not in any manner
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 AGENT	
STATE OF		
COUNTY OF	S.S.	
		being duly sworn, deposes and says that they
executed the within and foregoing bid in behalf the bidder therein named, they having been the that said bid is genuine and not sham or collusion therein named, and that they have not and said to put in a sham bid; that they have not and said person or corporation to refrain from bidding, a sought by collusion to secure to themselves or	eretofore lawfully auve and not made in the bidder has not dired bidder has not dired and that they have n	the interests of or on behalf of any person not ctly or indirectly induced or solicited any bidder ectly or indirectly induced or solicited any other ot and said bidder has not in any manner
Subscribed and sworn to before me at		, in said County and State,
thisday of		, A.D. 20,
My Commission expires,20_	*Notary Public,	County,

NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.

