



**Request for Bids  
Metal Castings  
Bid No.: B16-005**

**Purchasing Department  
73 Harlow Street  
Bangor, Maine 04401  
207-992-4282**

**Issue Date: July 22, 2015**

## **I. Introduction**

The City of Bangor requests bids for a three year contract to furnish and deliver palletized metal castings to the Bangor Public Services Department, FOB Destination, 530 Maine Avenue, and the Waste Water Treatment Plant, FOB Destination, 760 Main Street, Bangor, Maine. All castings must comply with the specifications outlined in this request.

The right is reserved to reject any or all bids or to waive informalities or defects in bids if it is deemed to be in the best interest of the City of Bangor. The City also reserves the right to negotiate with the low Bidder.

Questions concerning the specifications in this request should be directed to Dana Wardwell, Public Services Director at (207) 992-4501 or Chip Swan, Bangor Sewer Department at (207) 992-4513.

## **II. General Information**

General information is available on the City's website at the following web address: [www.bangormaine.gov/proposals](http://www.bangormaine.gov/proposals). By submitting a response to this solicitation, the bidder accepts the responsibility for downloading, reading and bidding by the terms and conditions set forth in the City's "General Information for Vendors".

## **III. Submission of Bids**

To be considered, page six (6) of this request must be returned in a sealed envelope **clearly** marked "**B16-005 METAL CASTINGS**" by **2:00 PM Wednesday, August 12<sup>th</sup> 2015** to the Purchasing Department, City Hall, 73 Harlow Street, Bangor, Maine 04401. Bids will be publicly opened at that time.

Bids may also be submitted via email at: [bids@bangormaine.gov](mailto:bids@bangormaine.gov). If emailing bid, please reference "**Bid No.: B16-005: Metal Castings**" in the subject line. Bids will be publicly opened at the time stated above.

#### **IV. Prices**

Bid prices shall exclude all state and federal taxes and shall remain firm for the first year of the contract. Any price increase thereafter must have a 30 day written notification from the successful Bidder to the City before implementation. All market decreases shall be passed on to the City as they occur.

#### **V. Interpretation of Request**

It shall be the Bidder's responsibility to make inquiries about any interpretation of the specifications or requirements. Any changes in the specifications shall be by written addendum.

#### **VI. Estimated Annual Requirements**

This solicitation covers estimated annual requirements only and is not a commitment to purchase. Delivery shall be made only as specifically authorized by the City of Bangor. **If City requirements do not result in orders for the quantities noted, such event shall not constitute the basis for a price adjustment.**

#### **VII. Withdrawal of Bids**

No Bidder may withdraw his/her bid for a period of 30 days from the date of the bid opening; all bids shall be subject to acceptance by the City during this period.

#### **VIII. Term of Agreement**

The term of this agreement shall be for a period of three (3) years. The option to renew for one (1) additional three (3) year period is contemplated contingent upon mutual agreement of both parties.

#### **IX. Delivery of Product**

Products shall be delivered or made available to the City within 48 hours of receipt of order. Deliveries shall be "FOB Destination". Orders placed on a Friday shall be delivered no later than Tuesday of the following week.

#### **X. Cancellation**

The City reserves the right to cancel any unfilled portion of the contract if, in the opinion of the City, the services or materials supplied are unsatisfactory or not in compliance with the terms of the specifications. Cancellation shall be effective following thirty (30) days written notice to the successful Bidder.

## **XI. Exceptions to the Specifications**

These Instructions to Bidders and General Requirements are an integral part of the Specifications for the purchase of metal castings and will be binding on the successful Bidder. Bidders are advised that they shall be bound to the requirements of the Specifications, Instructions to Bidders and General Requirements unless exceptions are otherwise clearly noted in the offer. Any exceptions shall be considered, however, in determining the most acceptable offer for the City.

## **XII. General Requirements**

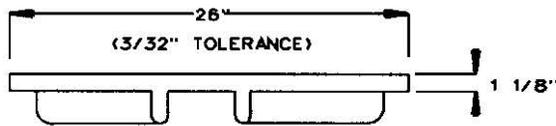
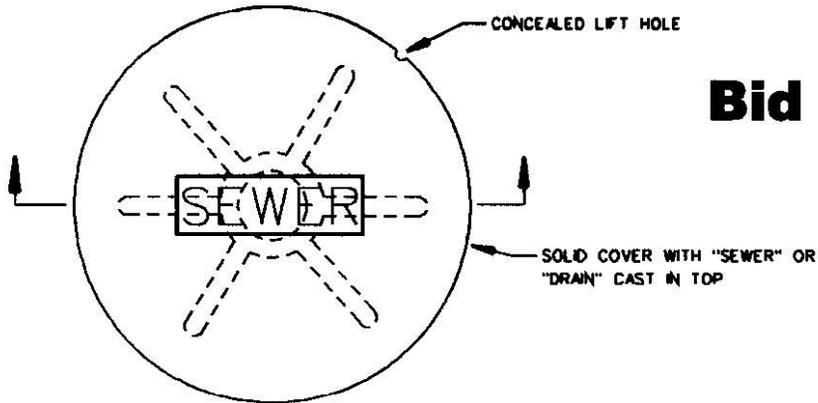
- Samples of all bid items must be made available for inspection. Before award of the contract, a representative of the City will inspect all samples for quality of workmanship, accuracy of dimension and weight.
- All items shall conform to the requirements of AASHO M 105 and ASTM Class 30 Gray Iron and be supplied by Bibby.
- Man-covers to be marked DRAIN for Public Works or SEWER for the Sewer Department.
- Round catch Basin grates to be HiFlo.
- All frames shall have reinforcement webbing.
- Frames and covers shall have machined bearing surfaces for a smooth fit to prevent rattle.

## **XIII. Specifications**

1. Catch Basin/Manhole Frames (round): 26" x 6"; 1 1/8" seat with reinforcing ribs. Minimum weight: 175 lbs. Matched to accommodate items No. 5, 6, 10 and 11.
2. Catch Basin/Manhole Frames (round): 26" x 8"; 1 1/8" seat with reinforcing ribs. Minimum weight: 230 lbs. Matched to accommodate items No. 5, 6, 10 and 11.
3. Catch Basin/Manhole Frames (round): 26" x 4"; 1 1/8" seat (no reinforcing ribs required). Minimum weight: 160 lbs. Matched to accommodate items No. 5, 6, 10 and 11.
4. Catch Basin Frames (square): 24" x 6"; 2" seat. Minimum weight: 215 lbs. Matched to accommodate items No. 7 and 8.

5. Manhole Cover (round): 26" x 1 1/8" thick with concealed pick holes. The word "sewer" or "drain" cast in 3" letter in top surface. Minimum weight: 195 lbs. Matched to fit items No. 2 and 3.
6. Catch Basin Grates (round): 26" x 1 1/8" thick with bike proof thick cross bar grate; 3 1/4" square maximum opening. Matched to fit items No. 2 and 3.
7. Catch Basin Grate (square): 24" x 2" thick with bicycle proof cross bar grate; 3" maximum opening. Minimum weight: 195 lbs. Matched to fit item No. 4.
8. Catch Basin Grate (cascade type) (square): 24" x 2" thick. Minimum weight: 170 lbs. Matched to fit item No. 4.
9. Catch Basin Riser (square): 24" by 1 1/2"; Matched to fit P42 square frame with 2" seat.
10. Manhole Risers (round): 26" x 1 1/2"; Minimum weight: 55 lbs. Matched to fit items No. 1, 2, and 3.
11. Manhole Risers (round): 26" x 2"; Minimum weight: 60 lbs. Matched to fit items No. 1, 2, and 3.
12. Manhole Risers (round): 24" x 1 1/2"; Minimum weight: 55 lbs.
13. Ductile Iron Manhole Frame and Cover (round): 24" (clear opening) x 4" with spring bar lock mechanism and hinged cover. Minimum frame and cover weight: 155 lbs.

## Bid Item 5

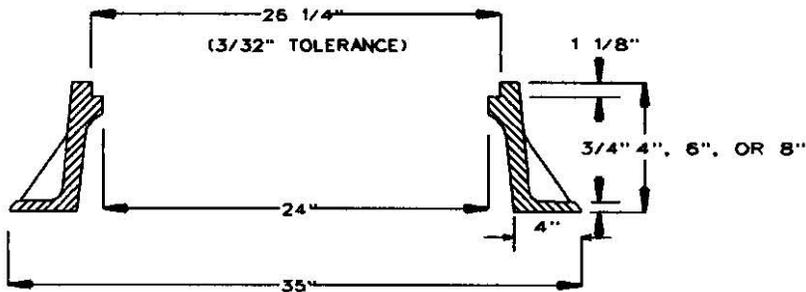


190 LB. MIN. WEIGHT

COVER

## Bid Items 1 & 2

FRAME AND COVER TO HAVE MACHINED BEARING SURFACES.



160 LB. MIN. WEIGHT - 4"  
 175 LB. MIN. WEIGHT - 6"  
 230 LB. MIN. WEIGHT - 8"

REINFORCING RIBS NOT  
 REQUIRED ON 4" FRAMES

FRAME

LEBARON FOUNDRY LC 266  
 WITH REINFORCING WEBS  
 OR EQUAL.

## STANDARD FRAME AND COVER

N.T.S.



**Bid Form  
Metal Castings  
Bid No.: B16-005**

**Bid Deadline  
Wednesday, 2:00 PM  
August 12<sup>th</sup> 2015**

**Note: Metal castings must be bid by using this Bid Form. Failure to do so may result in disqualification.**

<u>Item</u>	<u>Description</u>	<u>Est. Annual Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	<u>Catch Basin/Manhole Frames (round): 26" x 6" x 1 1/8"</u>	120	ea	\$ _____	\$ _____
2.	<u>Catch Basin/Manhole Frames (round): 26" x 8" x 1 1/8"</u>	5	ea	\$ _____	\$ _____
3.	<u>Catch Basin/Manhole Frames (round): 26" x 4" x 1 1/8"</u>	25	ea	\$ _____	\$ _____
4.	<u>Catch Basin Frames (square): 24" x 6" x 2"</u>	50	ea	\$ _____	\$ _____
5.	<u>Manhole Cover (round): 26" x 1 1/8" thick</u>	50	ea	\$ _____	\$ _____
6.	<u>Catch Basin Grates (round): 26" x 1 1/8" thick</u>	50	ea	\$ _____	\$ _____
7.	<u>Catch Basin Grate (square): 24" x 2" thick</u>	5	ea	\$ _____	\$ _____
8.	<u>Catch Basin Grate (cascade)(square): 24" x 2" thick</u>	50	ea	\$ _____	\$ _____
9.	<u>Catch Basin Riser (square): 24" x 1 1/2"</u>	50	ea	\$ _____	\$ _____
10.	<u>Manhole Risers (round): 26" x 1 1/2"</u>	50	ea	\$ _____	\$ _____
11.	<u>Manhole Risers (round): 26 "x 2"</u>	25	ea	\$ _____	\$ _____
12.	<u>Manhole Risers (round): 24" x 1 1/2"</u>	15	ea	\$ _____	\$ _____
13.	<u>Ductile Iron Manhole Frames &amp; Covers (round): 24" x 4"</u>	16	ea	\$ _____	\$ _____

**Total Bid Price: \$ \_\_\_\_\_**

Discount for pickup at plant: \_\_\_\_\_%      Indicate minimum order amount, if any      \$ \_\_\_\_\_

Vendor: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**Supply Contract  
between  
The City of Bangor  
and**

**THIS CONTRACT** made this \_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Bangor, (hereinafter called the CITY), and \_\_\_\_\_, (hereinafter called the SUPPLIER).

**THEREFORE**, in consideration of the foregoing and other valuable consideration paid to the SUPPLIER and with the parties hereto intending to be legally bound, the SUPPLIER and CITY agree as follows:

**Article 1: Statement of Work:**

The SUPPLIER agrees to provide and deliver metal castings to the Public Works Department and the Waste Water Treatment Plant located in the City of Bangor, Maine, for a period of three (3) years. The product and its delivery shall be provided in accordance with the specifications in the bidding documents dated April 2, 2008.

**Article 2: Term of Contract:**

This CONTRACT shall be effective upon signing and continue through March 31, 2011. The option to renew for an additional three (3) year period is contemplated contingent upon mutual agreement of both parties.

**Article 3: Prices:**

The prices shall be those figures listed on the attached Bid Form and must remain firm for the first year of the CONTRACT. Any price increase thereafter must have a 30 day written notification by SUPPLIER to the CITY. Any invoices showing a price increase not previously approved by the CITY will not be valid, therefore only the original CONTRACT amount will be paid.

**Article 4: Billing and Payment to Supplier:**

The SUPPLIER shall issue an invoice with a net 30 days, to the CITY after each delivery. Upon receipt of the invoice, the CITY shall make payment to the SUPPLIER in accordance with its normal invoice payment cycle.

**Article 5: Indemnification:**

The SUPPLIER shall indemnify, defend and hold harmless the CITY from and against all claims, actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the SUPPLIER or anyone acting under its direction or control or in its behalf in the course of its performance under this CONTRACT, provided the SUPPLIER's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the CITY.

The SUPPLIER hereby expressly agrees that it will defend, indemnify and hold the City of Bangor harmless from any and all claims made or asserted by SUPPLIER's agents, servants or employees arising out of SUPPLIER's activities under this CONTRACT. For this purpose, SUPPLIER hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by SUPPLIER's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Bangor to answer, investigate, defend and settle all such claims, including but not limited to the City of Bangor's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of SUPPLIER's agent, servants or employees against the City of Bangor in regard to claims made or asserted by such agents, servants or employees.

**Article 6: Equal Employment Opportunity:**

The SUPPLIER agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The SUPPLIER shall comply with applicable laws, Executive Orders, and regulations concerning nondiscrimination in employment, including the Equal Opportunity Clause of Section 202. Executive Order 11246, as amended, which is hereby incorporated by reference.

**Article 7: Assignment:**

SUPPLIER shall not sublet any part of this CONTRACT or assign any monies due him/her hereunder without first obtaining the written consent of the CITY. This CONTRACT shall inure to the benefit of and shall be binding on the parties and on their respective successors and assigns. Neither party shall assign or transfer his/her or its interest in whole or in part to this CONTRACT without the written consent of the other.

**Article 8: Disagreements:**

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount to be paid under this CONTRACT shall be the decision of the Purchasing Agent.

The decision of the Purchasing Agent shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the SUPPLIER mails or otherwise delivers a written appeal to the City Manager and his decision shall be final and conclusive.

**Article 9: Liability for Damage:**

The CITY, its officers, agents or employees, shall not in any manner be liable or responsible for any loss or damage due to the SUPPLIER’s work or to any part thereof; to any equipment, or other property that may be used or employed therein, for any injury or damages or compensation required to be paid under any present or future law, to any person, whether an employee of the SUPPLIER or otherwise; or for any damage to any property occurring during or resulting from the work. SUPPLIER shall indemnify the CITY, its officers, agents and employees against all such injuries, damages and compensation plus the reasonable cost of attorney’s fees arising or resulting from the SUPPLIER’s work pursuant to this CONTRACT.

**Article 10: Termination of Contract:**

Termination for Convenience: The City of Bangor may terminate this CONTRACT, in whole or in part, whenever the CITY determines that such termination is in the best interest of the CITY, without showing cause, upon giving 30 days notice to the SUPPLIER. The CITY will pay all invoices for deliveries up to the date of termination. The SUPPLIER will not be reimbursed for any profits that may have been anticipated but have not been earned up to the date of termination.

Termination for Default: When the SUPPLIER has not performed or has unsatisfactorily performed the CONTRACT, the CITY may terminate the CONTRACT for default. Upon termination for default, payment may be withheld at the discretion of the CITY. Failure on the part of the SUPPLIER to fulfill contractual obligations shall be considered just cause for termination of this CONTRACT.

**Article 11: Notices:**

All notices required or permitted to be given under this CONTRACT or the specifications shall be in writing and shall be deemed to be properly and sufficiently given when deposited in the mail, postage prepaid, registered or certified, and addressed to the party entitled to receive such notice as set forth below or to such other address as that party shall subsequently designate to the other party by notice given in accordance with this section.

**CITY**

**SUPPLIER**

Deborah A. Cyr, Purchasing Agent  
City of Bangor  
73 Harlow Street  
Bangor, Maine 04401

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice given in any other manner shall be deemed effective only when the written notice is actually received.

**Article 12: Waivers:**

No party hereto shall be deemed to have waived any right, power or privilege under this CONTRACT or any provision thereof unless such waivers have been duly executed in writing and acknowledged by the party to be charged with such waiver. The failure of any party hereto to enforce at any time any of the provisions of this CONTRACT or any part thereof, or the right of any party to thereafter enforce each and every such provision.

No waiver of any breach of this CONTRACT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this CONTRACT shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by the law.

**Article 13: Integration:**

This CONTRACT, Specifications and Bid Form submitted by the SUPPLIER along with all Exhibits attached thereto set forth the entire CONTRACT and understanding between the parties hereto as to the subject matter of this CONTRACT and shall supersede all prior agreements, commitments, representations, writings and discussions between them, and neither of the parties shall be bound by any obligations, conditions, warranties or representations with respect to the subject matter of this CONTRACT, other than as expressly provided in this CONTRACT or as duly set forth on or subsequent to the date hereof in writing and signed by the proper and duly authorized representative of the party bound thereby.

**Article 14: Entire Agreement:**

This CONTRACT contains all the terms, conditions and provisions pertaining to the work, there being no other understandings, agreements, warranties either express or implied, relative to the CONTRACT that are not fully expressed herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Witness:

City of Bangor (CITY)

\_\_\_\_\_

Deborah A. Cyr  
Purchasing Agent

Witness:

(SUPPLIER)

\_\_\_\_\_

\_\_\_\_\_