



**OPERATIONS DEPARTMENT
IN-FLOOR HOISTS REPAIRS**

INVITATION TO BID

BIDDER COMPANY NAME

Prepared by:
Washtenaw County Road Commission
555 North Zeeb Road
Ann Arbor, MI 48103

Tiffany Lobbestael
Operations Clerk
(734) 327-6644
FINAL



OPERATIONS DEPARTMENT

Invitation To Bid

IN-FLOOR HOISTS REPAIRS

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**OPERATIONS DEPARTMENT
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IN-FLOOR HOISTS REPAIRS**

ITEM: IN-FLOOR HOISTS REPAIRS

MANDATORY PRE BID WALK THROUGH: December 13, 2017 at 8:45am, WCRC Board Room

BID DEADLINE: December 21, 2017 at 9:00am

Washtenaw County Road Commission is seeking proposals for bids due by **Thursday, December 21, 2017 at 9:00 a.m. (EST)** for the **repair and replacement of Two In-Floor Hoists and replacement of one ram unit.**

All bids must be submitted in a sealed envelope clearly marked "BID" along with product bidding on.

RETURN BID TO:

MAILING ADDRESS:

WASHTENAW COUNTY ROAD COMMISSION
OPERATIONS DEPARTMENT
555 NORTH ZEEB ROAD
ANN ARBOR, MI 48103

If you are interested in providing bid, please fill in the following information and return no later than the due date of **Thursday, December 21, 2017 at 9:00 a.m. (EST),** to the attention of Michael Bernbeck, Operations Engineer.

Final Bid Tabulations will be on our website (www.wcroads.org) after Board approval.

Please direct purchasing and procedural questions regarding this ITB to Tiffany Lobbstaelt **via e-mail only** to Lobbstaelt@wcroads.org



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All **technical questions** regarding the ITB Specifications must be submitted by **December 18, 2017 by 1:00 pm** to the following email address:

Michael Bernbeck, bernbeckm@wroads.org

The Board reserves the right to accept or reject any or all bids, to waive any informality in the bids, to split and/or accept the bid which is in the best interest of the Washtenaw County Road Commission. The Board also reserves the right to re-award a bid when in the opinion of the Washtenaw County Road Commission the lower bidder will not be able to adequately comply with the Washtenaw County Road Commissions requirements in a timely manner.

The Washtenaw County Road Commission appreciates your time and effort in preparing this bid. Please note that all bids **must be received at the designated location by the deadline shown**. Bids received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable. **Fax and E-mail bids are not acceptable and will not be considered**. We would appreciate it if you would indicate on any "No Bid" response, any requirement of this ITB which may have influenced your decision to "No Bid".



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INSTRUCTIONS TO BIDDERS

IMPORTANT DATES

- ITB Issue Date December 4, 2017
- Mandatory Pre-Bid Walk Through December 13, 2017 at 8:45 a.m.
- Last Date for Questions December 18, 2017 by 1:00 p.m.
- Bid Due Date 9:00 a.m., Thursday, December 21, 2017
- Project Completion Date On or before Friday, March 30, 2018

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a lump sum price for products/services.

The Washtenaw County Road Commission budget year begins January 1 and ends December 31.

Washtenaw County Road Commission reserves the right to accept any or all alternative proposals and the board reserves the right to waive any irregularities or informalities or both; to reject any or all proposals; to subdivide the award, and in general to make the award of the contract in any manner deemed by Washtenaw County Road Commission, in its sole discretion, to be in the best interest of Washtenaw County Road Commission.

BIDSUBMITTALS

An unbound original and one (1) copy of each bid must be submitted. The unbound original may be clipped, but should not be stapled or put in a binder. No other distribution of the bids will be made by the Bidder. Bids must be signed by an official authorized to bind the Bidder to its provisions.

Bids must be submitted in a sealed envelope / package. Outside of envelope / package must be labeled with name of the Contractor and the name of the bid. Failure to do so may result in a premature opening or failure to open such bids.

A bid may be withdrawn by giving written notice to Michael Bernbeck before the stated due date closing time. After the stated due date closing time, the bid may not be withdrawn or canceled for a period of **thirty (30) days from closing time.**

To be considered, sealed bids must arrive at Washtenaw County Road Commission, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of Tiffany Lobbstaël. Bidders mailing bids should allow ample time to ensure the timely delivery of their proposal. Bids received after the closing date and time will not be accepted or considered. **Faxed, emailed or telephone proposals are not acceptable.** Washtenaw County Road Commission shall not be held responsible for lost or misdirected proposals. Washtenaw County Road Commission reserves the right to postpone a bid opening for its own convenience.



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Bids must be clearly prepared and legible and must be signed by an authorized representative of the submitting Bidder. Bidders must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

Failure to include in the bid all information requested may be cause for rejection of the bid. Bidders are expected to examine all specifications and instructions. Failure to do so will be at the Bidder's risk.

CHANGES TO THE ITB / ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of this ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to Tiffany Lobbestael as indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional ITB provisions that Washtenaw County Road Commission may decide to include, will be made as an addendum, which will be posted on the Washtenaw County Road Commission [website](#). Any addendum issued by Washtenaw County Road Commission shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its proposal. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on the bid.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission will be left up to the Bidder. Accordingly, Washtenaw County Road Commission reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid.

EXCEPTIONS

Washtenaw County Road Commission will not accept changes or exceptions to the ITB documents / specifications unless Proposer indicates the changes or exceptions on an Exception Form. If Bidder neglects to make the notation on the Exception Form but writes it somewhere else within the ITB documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the ITB documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to Washtenaw County Road Commission, prices and other factors considered. Washtenaw County Road Commission reserves the right to accept any or all alternative bids and to award the contract to other than the lowest bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by Washtenaw County Road Commission, in its sole discretion, to be in the best interest of Washtenaw County Road Commission.

After contract award, notification will be posted on the Washtenaw County Road Commission website at www.wcroads.org.

SELECTION PROCESS

This document is an Invitation to Bid. Competitive sealed bids will be evaluated based on criteria formulated around the most important features of the equipment, of which qualifications, experience, references, capacity and methodology may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The bid evaluation criteria should be viewed as standards that measure how well a bidder's approach meets the desired requirements of the Washtenaw County Road Commission. Those criteria that will be used and considered in evaluation for award are set forth in this document. Washtenaw County Road Commission will thoroughly review all bids received. A contract will be awarded to a qualified contractor submitting the best bid.

Do not assume Washtenaw County Road Commission has any knowledge about your organization and the products/services you have to offer, nor should you assume that Washtenaw County Road Commission will conduct any preliminary research into your organization. It is the bidder's responsibility to completely and thoroughly document their bid.



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SELECTION CRITERIA

For bids that receive further consideration, the successful bidder will be chosen on the basis of the apparent greatest benefit to Washtenaw County Road Commission, including but not limited to the following:

1. Experience and qualifications
2. Capacity to deliver the equipment/service
3. References and past performance
4. Methodology/ Delivery Plan
5. Cost / fees for equipment/service

Living Wage Rates

The WCRC has passed a Living Wage Regulation that requires employers who provide services to the Road Commission and the public to pay their employees under that contract, a minimum of either \$13.13 per hour with benefits or \$14.65 per hour without benefits. The CONTRACTOR agrees to comply with this ordinance in paying its employees.

The CONTRACTOR understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made before April 30, 2018 and annually thereafter which amount shall be automatically incorporated into this contract. The Road Commission agrees to give the CONTRACTOR two (2) weeks' notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees. Certified payroll records covering the CONTRACTOR'S and all Subcontractors' workforces shall be completed, and submitted to Michael Bernbeck.



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GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming Washtenaw County Road Commission as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance (with the **ACORD™ Trademark**) meeting the requirements in Schedule B is to be provided to Washtenaw County Road Commission and remain in force during the entire contract period.

TAXEXEMPTION

It is understood that Washtenaw County Road Commission is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. Washtenaw County Road Commission will furnish the successful proposer with tax exemption certificates when requested.

CONTRACT TERMINATION

Washtenaw County Road Commission may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful Bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of Washtenaw County Road Commission. Such approval shall not constitute a basis for privity between Washtenaw County Road Commission and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The Contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify Washtenaw County Road Commission for such acts or omissions.

NON-DISCRIMINATION

The WCRC, in accordance with Title VI of The Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a Contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to Washtenaw County Road Commission become the property of Washtenaw County Road Commission and are subject to disclosure under the applicable "Freedom of Information Act". This Act also provides for the complete disclosures of contracts and attachments hereto. This means that any informational material submitted is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the ITB. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other Sections of the bid.

Note: Washtenaw County Road Commission is not liable for any costs incurred by Bidder's prior to issuance of a contract.



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MATERIAL SAFETY DATA SHEETS (MSDS)

All Washtenaw County Road Commission purchases require a Material Safety Data Sheet (MSDS), where applicable, in compliance with MIOSHA "Right To Know" laws. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a. The potential for fire, explosion, corrosivity, and reactivity;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedures for spills, fire, disposal and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the bidder certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- a) The prices in the bid have been arrived at independently without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor; and
- b) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- c) He is the person in the Bidder's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- d) He is not the person in the Bidder's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for contract award if the sense of the statements required in the bid has been altered so as to delete or modify the above.

The Bidder must indicate the starting and completion date of work as provided for in the proposal. This will become a part of the bid.



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GENERAL SCOPE OF WORK SPECIFICATIONS

The Washtenaw County Road Commission is seeking a Contractor to Remove and Replace two in ground hoist cylinders and replacement of one ram unit for our two vehicle hoist units at our main repair facility.

The work entails the removal and disposal of two existing rear cylinder lift units with foundation equipment taking care to preserve existing equipment, including any service lines that are operable. The replacements of one cylinder ram. Saw cutting of existing concrete, removal and off-site disposal of existing concrete. Removal, if necessary of existing soil to make the repair area safe for personnel. The removal of any excavated material shall be disposed of by the contractor.

The contractor will then make the necessary repairs and or replacement of operational equipment in preparation for the new cylinders as described below.

Bay three: Weaver EC- 306 – 3FA Rear cylinder section 10-5/8”, Rear movable section mc 305 / sv-350 with positioning air lock with std saddle / adapters, rear ratchet assembly. All applicable parts and assembles to make the unit operable.

Bay four: Weaver EC- 306 – 3FA Rear cylinder section 10-5/8”, Rear movable section mc 305 / sv-350 with positioning air lock with std saddle / adapters, rear ratchet assembly. All applicable parts and assembles to make the unit operable.

Bay four: Center Cylinder Section – Replace leaking cylinder. Including, all applicable parts and assemblies to make the unit operable.

The contractor will then backfill and compact the excavated areas with approved material as directed by WCRC staff and place a new concrete floor pinned at 12” on center, of the same thickness as exists.

The Lump Sum price for all work required to Remove and Replace three rear hydraulic cylinders shall include all labor, material, equipment and disposal of removed materials to complete the project with two operable floor hoists.

Also, the successful bidder must provide a Certificate of Liability Insurance with the ACORD™ (Trademark).

The Washtenaw County Road Commission will not pay fuel surcharges.



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BID SHEET

WE THE UNDERSIGNED agree to furnish and deliver to the Washtenaw County Road Commission; the repair and replacement of two In-Floor Hoists and replacement of one ram unit conforming to the attached specifications at the pricing indicated. F.O.B. 555 N. Zeeb Road, Ann Arbor, Michigan.

Removal and Replacement of two In-Floor Hoists and Replacement of one Rapid Unit	Total Lump Sum \$ _____
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TERMS _____

Exemptions or Remarks to the Bid: _____

 LEGAL NAME OF CONTRACTOR

 LICENSE NUMBER

 TELEPHONENUMBER

 FACSIMILENUMBER

 EMAIL ADDRESS

 COMPLETE MAILING ADDRESS

 CITY

 STATE

 ZIP CODE

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Scope of Work, General and Special Requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by the Washtenaw County Road Commission, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

 Signature

 Date

 Typewritten or Printed Name

 Title



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SCHEDULE B

INSURANCE REQUIREMENTS

The Contractor will not commence work, nor will Washtenaw County Road Commission sign a contract, until the Contractor has obtained and delivered to Washtenaw County Road Commission the certificate of insurance required under this contract. All insurance carriers must be acceptable to Washtenaw County Road Commission and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to Washtenaw County Road Commission at the time of policy renewal any time during the entire length of the contract.

DAMAGE LIABILITY AND INSURANCE

The Contractor shall hold harmless and indemnify the Washtenaw County Road Commission, its officers, agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of, or during the progress and/or completion of the work.

WORKMAN'S COMPENSATION INSURANCE

The Contractor, prior to the execution of the contract, shall file a certification that he/she carries Workman's Compensation Insurance.

INSURANCE: The Vendor shall comply with the following:

A. INDEMNIFICATION

The Vendor shall save harmless, indemnify and defend in litigation the County of Washtenaw, the Board of County Road Commissioners of the County of Washtenaw, the Washtenaw County Road Commission, and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of and to completion of the work.

B. WORKMAN'S COMPENSATION INSURANCE

The Vendor shall certify before the execution of the contract that the Contractor carries Workman's Compensation Insurance.

C. BODILY INJURY AND PROPERTY DAMAGE

The Vendor, before execution of the contract, shall file with the Washtenaw County Road Commission copies of completed certificates of insurance, as evidence that the Contractor carries adequate insurance, satisfactory to the Washtenaw County Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.



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SCHEDULE B (Continued)

DAMAGE LIABILITY AND INSURANCE

1. BODILY INJURY AND PROPERTY DAMAGE OTHER THAN AUTOMOBILE

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

BODILY INJURY and PROPERTY DAMAGE LIABILITY

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

This insurance shall include, but not be limited to, coverage for:

- (a) Underground damage to facilities due to drilling and excavating with mechanical equipment.
- (b) Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

2. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY AUTOMOBILE

Unless otherwise specifically required by special provisions, the minimum limits of and bodily injury liability and property damage liability shall be:

BODILY INJURY LIABILITY

Each Person	\$ 500,000
Each Occurrence	\$1,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence	\$1,000,000
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COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Each Occurrence	\$2,000,000
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The requirements for 1 and 2 above may be met through an Umbrella policy.

3. OWNER'S PROTECTIVE LIABILITY

Bodily injury and property damage protection, including general supervision of work performed shall be extended to the County of Washtenaw, the Board of County Road Commissioners of the County of Washtenaw, and the Washtenaw County Road Commission and all agent and employees thereof and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

D. NOTICE

The Vendor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Washtenaw County Road Commission. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Washtenaw County Road Commission, in writing, immediately of any cancellation or reduction in the insurance coverage.



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SCHEDULE B (Continued)

DAMAGE LIABILITY AND INSURANCE

D. NOTICE(continued)

The Vendor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Washtenaw County Road Commission, in writing, the following:

A 30-day prior notice of any insurer initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.

A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

E. REPORTS

The Vendor or the Vendor's insurance carrier shall report to the Director of Operations claims received, inspections made and disposition of claims. The Washtenaw County Road Commission will withhold the final estimate or reserve until either the contractor pays the claim or until final disposition of the claim by the Vendor's insurance company has been received by the Washtenaw County Road Commission.

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEMNIFICATION CLAUSE: The successful bidder (herein after referred to as Vendor), shall defend, indemnify, and save harmless the Washtenaw County Road Commission and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Vendor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Workmen's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Vendor indemnifies and will indemnify and save harmless the Washtenaw County Road Commission from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Vendor shall pay any judgment with costs which may be obtained against the Road Commission growing out of such injury or damages.

Coverage shall be extended to: The Board of County Road Commissioners of the County of Washtenaw and Washtenaw County Road Commission Staff and Employees.

POLICY TERM

The Policy period shall be for a period of one (1) year.