



Invitation to Bid – Project No. 06-24

HEAVY DUTY LIFT

Sealed Bids Due March 20, 2024, at 11:00 a.m.

Sealed Bids shall be delivered to:

Ogemaw County Administrator
806 W. Houghton Avenue, Suite 107
West Branch, MI 48661
Phone (989) 516-9020

**Ogemaw County Invitation to Bid
Heavy Duty Lift
Project No. 06-24**

Table of Contents

Introduction.....	1
Location	1
Project Description.....	1
Submission Requirements.....	2
1. Due Date Time and Location.....	2
2. Submission of Quotes.	2
3. Pre-Opening Inquiries and Response.....	3
4. Timely Submittals.....	3
5. Firm Pricing for County Acceptance	3
6. Assignment and Subcontracting	3
7. Conflict of Interest	3
8. Debarment/Suspension Status.....	3
9. Equal Opportunity Employment/Nondiscrimination Policy.....	3
10. Indemnification and Hold Harmless	4
11. Independent Contractor.....	4
12. Insurance	4
13. Invoices and Payment	4
14. Tax Exemption.....	4
15. Termination.....	4
16. Protest Procedures.....	5
Evaluation, Award and Timeline	5
1. Bid Evaluation	5
2. Award of Contract.....	5
3. Basis for Award	5
4. Right of Rejection	5
5. Contract Approval.....	5

6. Notification of Award	5
7. Contract Execution.....	5
Project Pricing Form	6
Legal Status of Bidder Form.....	8
Non-Collusion Affidavit Form	9
Signature Form.....	10
Appendix A: Insurance Requirements	11

Ogemaw County Invitation to Bid

Heavy Duty Lift

Project No. 06-24

Introduction

The County of Ogemaw (County) Quotes from qualified and experienced companies to enter into a contract for the purchase and installation of one (1) four-post 22,000-pound open front drive-on lift.

Owner

Ogemaw County
806 W. Houghton Avenue
West Branch, MI 48661

Location

Ogemaw County Transit
1383 W. Airport Road
West Branch, MI 48661

Project Description

Ogemaw County seeks quotes for the purchase and installation of one (1) four-post 22,000-pound open front drive-on lift. Quotes must be sent to the attention of Timothy Dolehanty Ogemaw County Administrator/Controller, and are due on or before **Wednesday, March 20, 2024**. Any quotes received after this time may not be considered. The solicited items are state and federally funded.

By mail: Ogemaw County Administrator/Controller
806 W. Houghton Avenue, Suite 107
West Branch, MI 48661
By Fax: (989) 345-1071
By Email: dolehantyt@ocmi.us

Questions on the Request for Quote must be directed to Tim Dolehanty Ogemaw County Administrator/Controller by email: dolehantyt@ocmi.us. Questions and answers will be sent to all firms sent a Request for Quote. Verbal communications are not part of this solicitation.

Award will be to the lowest quote from a responsive and responsible vendor. This solicitation will result in a firm, fixed price contract. Bids must be good for 90 days past the due date. Ogemaw County reserves the right to reject any or all quotes or postpone the due date for sound, documentable, business reasons and to waive any minor informalities or irregularities.

Complete Specifications are attached. (Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item or product and are intended to be the minimum requirements allowed.)

Ogemaw County seeks to purchase and install one (1) four-post 22,000-pound open front heavy-duty drive on, alignment lift system that meets the following criteria:

-
1. Unit to include front and rear rolling jacks, minimum 9,000-pound capacity front jack and a 15,000-pound capacity low-profile rear jack with a minimum 3" height above the runways, for a low drive over height.
 2. Air locking rear slip plates
 3. Dual function sentinel locking system
 4. Articulating system that balances roller load for long life
 5. Single piece runway, with non-welded tracks for rolling jacks.
 6. Minimum 251-inch runway length
 7. Minimum 82" to 165" 4-wheel alignment wheelbase range
 8. Minimum 215" 2-wheel alignment wheelbase
 9. Minimum 230" general service wheelbase
 10. Total rise of 74 inches to top of runway
 11. Minimum runway width of 26"
 12. Minimum ramp length of 41"
 13. Minimum width between posts 119" and maximum length 308"
 14. minimum 4 horsepower Motor / 208 — 230-volt single phase

Submission Requirements

1. **Due Date Time and Location.** Bids will be received no later than **11:00 A.M., local time prevailing, on Wednesday, March 20, 2024**, by the:

Ogemaw County Administrator/Controller
806 W. Houghton Avenue, Suite 107
West Branch, MI 48661

Bids will be opened immediately after the deadline.

2. **Submission of Quotes.** Proposers are required to submit an original quote clearly marked "Quote" by the date, time, and place designated above. Quotes must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside "**Project 06-24: Heavy Duty Lift.**" Be sure to include the name of your firm on the outside of the envelope or package. Bids may be submitted electronically to dolehantyt@ocmi.us with "Heavy Duty

Lift” in the subject line. Quotes received at other locations or delivered after the due date and time will not be accepted and will be returned to the bidder.

Bidders shall complete and include with their submittals the following enclosed items:

- a. Pricing Form
 - b. Legal Status of Bidder Form
 - c. Non-Collusion Form
 - d. Signature Form
3. Pre-Opening Inquiries and Response. Any inquiry about the meaning or interpretation of this Invitation to Bid and attachments must be directed to Ogemaw County Administrator/ Controller Timothy J. Dolehanty at dolehantyt@ocmi.us. **The deadline for submitting final questions is no later than 3:00 P.M. on March 18, 2024.** Inquiries may be submitted electronically to dolehantyt@ocmi.us with “Project 06-24” in the subject line. Questions and answers will be posted on the County web page at www.ocmi.us.
 4. Timely Submittals. Any bid or addenda received after **11:00 A.M., local time prevailing, on Wednesday, March 20, 2024**, whether by mail or otherwise, may be rejected. It is the sole responsibility of the bidders to ensure that their bids are received on time. Nothing in this Invitation to Bid precludes the County from requesting additional information at any time during the procurement process.
 5. Firm Pricing for County Acceptance. The bid price must be firm for County acceptance for ninety (90) days from the bid opening date.
 6. Assignment and Subcontracting. Work performed as a result of this Invitation to Bid may not be assigned or subcontracted by the Bidder without consent in writing from the County.
 7. Conflict of Interest. Bidder affirms that its company directors and principal officers are not employed by County. Bidder confirms that he/she has no conflicts of interest and will not permit a conflict of interest to arise or continue in connection with the provision of services.
 8. Debarment/Suspension Status. The Bidder certifies that he/she is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
 9. Equal Opportunity Employment/Nondiscrimination Policy. All vendors who provide goods and services to Ogemaw County government by contract shall, as a condition of providing goods and services, not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political

affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

10. Indemnification and Hold Harmless. The Bidder shall, at his/her own expense, protect, defend, indemnify, save and hold harmless the County of Ogemaw and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ogemaw and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Bidder or its employees, servants, agents or subcontractors that may arise. The Bidder's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Bidder.
11. Independent Contractor. The Bidder shall be an independent contractor. The employees, servants and agents of the Bidder shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by County personnel such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave. The Bidder shall be responsible for paying all compensation to its personnel for services they have performed under this Invitation to Bid and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.
12. Insurance. All Bidders performing work on County premises are required to provide evidence of coverage for Worker's Compensation and General Liability, Automobile Liability, and, if applicable, Professional Liability. Insurance requirements are attached as Appendix A.
13. Invoices and Payment. Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of service. The County shall pay Bidder within thirty (30) days after receipt of an accurate and undisputed invoice. Send invoice(s) to the Ogemaw County Administrator/Controller, 806 W. Houghton Avenue, West Branch, MI 48661.
14. Tax Exemption. County does not pay Federal excise and State sales taxes. County's tax exemption number is 38-6004878. Exemption Certificate and Michigan Sales and Use Tax Certificate of Exemption are both available upon request.
15. Termination. County may terminate work under the Request for Quote in whole or in part at any time by notice to Bidder in writing. Bidder will thereupon immediately stop work and notify its subcontractors to do likewise. Except where termination is caused by a default or delay of Bidder, Bidder shall be entitled to reimbursement for actual costs incurred up to and including the date of termination, applicable to the termination.

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16. Protest Procedures. Protests about solicitation specifications or processes must be received by the operations manager at the Ogemaw County Public Transit, 1383 Airport Road, West Branch, MI 48661, 15 business days before the solicitation due date. Protests received after the due date, but before award must be received before five business days after the due date. Post award protests must be received no later than five business days after the award decision.

Evaluation, Award and Timeline

1. Bid Evaluation. The Ogemaw County Transit Committee will review the bids to determine the lowest responsive and most responsible bidder.
2. Award of Contract. It is the intention of the County to award a contract to the lowest responsive and most responsible bidder, provided that the bid has been submitted in accordance with the terms and conditions of the Invitation to Bid and does not exceed the budgeted funds available.
3. Basis for Award. Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the Invitation to Bid, if any, and any other information or factors deemed relevant by the County, shall be utilized in the final award.
4. Right of Rejection. Ogemaw County reserves the right to reject any or all responses to this Invitation to Bid for sound, documentable, business reasons, and to waive any informalities or minor irregularities in responses, and/or to negotiate the terms and conditions of all or any part of the responses as determined to be in the County's best interests in its sole discretion.
5. Contract Approval. The Ogemaw County Board of Commissioners will need to approve any contract resulting from this solicitation.
6. Notification of Award. Upon acceptance by the County, and approval by the Board of Commissioners, the successful bidder will be notified of award in writing by e-mail.
7. Contract Execution. The successful bidder shall commence work only after the transmittal of a fully executed Contract and after receiving written notification to proceed from the County. A valid and enforceable contract exists when an agreement is fully executed between the parties.



Project Pricing Form

Project No. 06-24

(Please Type or Print Clearly in Ink)

Pricing submitted by: _____

Address: _____

Having carefully examined the information provided in this Invitation to Bid, as well as specifications, scope of work, and the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, materials, tools, equipment, permit fees, bonds, insurance, and services necessary to perform and complete the entire work for the fee as listed below. A schedule of values may be required as part of the contract, if awarded.

1) Base Bid: Four Post Minimum, 22,000-pound Heavy-Duty Drive On, Open Front, Alignment Lift

The successful proposal shall include purchase and installation of a four-post minimum, 22,000-pound, heavy-duty drive on, alignment lift system that meets the following criteria:

15. Unit to include front and rear rolling jacks, minimum 9,000-pound capacity front jack and a 15,000-pound capacity low-profile rear jack with a minimum 3" height above the runways, for a low drive over height.
16. Air locking rear slip plates
17. Dual function sentinel locking system
18. Articulating system that balances roller load for long life
19. Single piece runway, with non-welded tracks for rolling jacks.
20. Minimum 251-inch runway length
21. Minimum 82" to 165" 4-wheel alignment wheelbase range
22. Minimum 215" 2-wheel alignment wheelbase
23. Minimum 230" general service wheelbase
24. Total rise of 74 inches to top of runway
25. Minimum runway width of 26"

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- 26. Minimum ramp length of 41"
 - 27. Minimum width between posts 119" and maximum length 308"
 - 28. minimum 4 horsepower Motor / 208 — 230-volt single phase

Total Base Bid: Heavy Duty Lift System \$ _____

_____ Dollars

*(Amount shall be shown in both figures and words. In case of discrepancy,
the amount shown in words shall govern.)*

2) Substitutions (Optional)

In accordance with stipulations herein, the Undersigned submits the following substitutions:

Add \$ _____ Deduct \$ _____

Add \$ _____ Deduct \$ _____

It is expressly understood that this substitution is for consideration only and, that after due investigation, if any such substitution is accepted, the applicable amount will be added or deducted from the Base Bid as stated. Further, this substitute proposal is separate from and not a part of the Base Bid. (Attach separate sheet if required).

Signature

Date



Legal Status of Bidder Form

Project No. 06-24

(Please Type or Print Clearly in Ink)

Bidders shall check and complete the appropriate form of business:

☐ Corporation

☐ Partnership

☐ Individual

☐ Limited Liability Company (LLC)

LLC Name _____

Name

Title

Address

Phone Number

Email

Fax Number

Federal Tax Identification Number



Non-Collusion Affidavit Form

Project No. 06-24

(Please Type or Print Clearly in Ink)

I, _____, of _____
(Name and Title) (Company Name)

Attest to the following:

1. That I am fully informed respecting preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. That my Proposal is genuine and not a collusive or sham proposal;
3. Neither myself nor any of our officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed Contract;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date



Signature Form

Project No. 06-24

(Please Type or Print Clearly in Ink)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete legal name of firm: _____

Order from address: _____

Remit to address: _____

Federal Identification Number: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: () _____ Fax: () _____

Date: _____

Send notification of award to: _____
(First and last name)

Email address of person receiving award notification: _____

Appendix A: Insurance Requirements

1. **Standard Insurance Requirements:** The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County of Ogemaw and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).
- a) **Worker's Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) **Motor Vehicle Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) **Additional Insured:** Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following:

"Additional Insureds: The County of Ogemaw, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess."
- e) **Cancellation Notice:** All insurances described above shall include an endorsement stating the following: "It is expressly understood and agreed that the Contractor shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or

material change in any of the Contractor's insurance coverages to Ogemaw County, C/O County Administrator/Controller, 806 W. Houghton Avenue, West Branch, MI 48661."

- f) Proof of Insurance: The Contractor shall provide the County of Ogemaw at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/or Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor's policy.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ogemaw at least ten (10) days prior to the expiration date.

Send a Certificate of Insurance to Ogemaw County Administrator/Controller, 806 W. Houghton Avenue, West Branch, MI 48661 (dolehantyt@ocmi.us).