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# **INVITATION TO BID**

BID: #itb-fh-11-12-1702

ITEM: Pick-up Truck Snow Plows

DEADLINE: Tuesday, May 8, 2012, 10:00 a.m., E.S.T

PREBID MEETING: N/A

# 1. SUBMISSION AND RECEIPT OF BIDS

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City reserves the right to postpone the bid opening for its <u>own convenience</u>. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the City Clerk. All Bids shall be labeled with the Bid # and Name as well as the aforementioned bid opening date/time on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and bids shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. If you are submitting a "No bid", do not follow the above directions but send a letter to the Purchasing Division indicating your desire to be kept on the bid list. Bids shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 before the stated deadline. No faxed or electronic bids will be accepted.

# 2. **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the bids. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. Unless otherwise stated herein, do not include sales literature about your company. The City of Farmington Hills promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations.

# **3. OFFICIAL DOCUMENTS**

The City of Farmington Hills shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington fills to the bid, and that Vendor fails to accept the bid award, the City of Farmington Hills to the bid, and that Vendor fails to accept the bid award, the City of

CITY OF FARMINGTON HILLS DEPARTMENT OF CENTRAL SERVICES PURCHASING DIVISION 31555 ELEVEN MILE ROAD FARMINGTON HILLS, MI 48336-1165 www.fngov.com



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Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are <u>not</u> considered official copies**. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, <u>www.mitn.info</u>, and obtain an official copy.

# 4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquires received that are not made in a timely fashion may or may not be considered.

# 5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

# 6. SPECIFICATIONS

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the bid document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

# 7. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

# 8. PRICING

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

# 9. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.



### **10. DELIVERY**

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

# 11. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills is exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <a href="http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm">http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm</a> The City's tax number is 38-6006902. Payment terms are Net 30 days upon receipt and acceptance. Cooperative members will provide their tax-exempt status if required by the awarded vendor

# 12. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. <u>Unless</u> otherwise specified in the bid document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

### **13. WITHDRAWL OF BIDS**

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but <u>only</u> if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

# **14. DEFAULT CONDITIONS**

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

# **15. INFRINGEMENTS AND INDEMNIFICATIONS**

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.



### **16. CITY POLICY ON SMOKING**

The bidder, if awarded a contract, agrees to follow the City of Farmington Hills Smoking Policy which states: "The City of Farmington Hills is dedicated to providing a healthy, smoke free work place for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles

### 17. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The contractor, and any and all of their subcontractors, shall not commence work for the City of Farmington Hills under any agreement until they have obtained the insurance required under this paragraph. All coverage's shall be with insurance carriers acceptable to the City of Farmington Hills. Please note the City uses the A.M Best Company Carrier Rating System to verify insurance carrier standing (www.ambest.com). Acceptable carriers must be an A (-) VII or higher to be qualified.

- **17.1.** Workers' Compensation Insurance-The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statues if the State of Michigan.
- 17.2. General Liability The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits no less that <u>\$1,000,000.00</u> per occurrence and aggregate by project. Coverage shall include the following extensions (A) Contractual Liability; (B)Products and Completed Operations: (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included: Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions(if applicable).
- **17.3. Motor Vehicle Liability**-The contractor shall procure & maintain during the life of the contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than <u>\$1,000,000.00</u> 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.
- **17.4.** Additional Insured- All insurance as described above shall include an endorsement stating the following shall be ADDITIONAL INSUREDS: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers. All boards & commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Farmington Hills as additional insured, coverage afforded is considered primary and any other insurance the City may have in effect shall be secondary and/or excess.
- **17.5.** Cancellation Notice- All Insurance listed above shall be endorsed "Thirty days advanced written notice of cancellation/reduction material change will be provided"
- **17.6. Proof of Insurance coverage-** An ACORD form outlining insurance coverage is required prior to commencement of work. All documents will be forwarded to the City of Farmington Hills, Purchasing Division, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.

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#### <u>CITY OF FARMINGTON HILLS</u> <u>DIVISION OF PUBLIC WORKS</u> <u>PICK-UP TRUCK SNOW PLOW SPECIFICATIONS</u>

### 18. GENERAL

The City of Farmington Hills is accepting bids to purchase three (3) plows, which shall be installed on three (3) 2012 GMC 2500 series extended cab pick up trucks. The plow installation shall take place when the city issues a purchase order. It is the responsibility of the successful bidder to pick up and deliver the vehicles with the installation complete and operating to the manufacturers' specifications to the City of Farmington Hills, DPW at 27245 Halsted Road, Farmington Hills, MI 48331. Items not called out in these specifications that are integral to the snow plow installation and operation shall be considered incidental and included in the bid price. Questions regarding the content of these specifications can be directed to Jerry Brock at (248) 871-2850 between 8:00 a.m. and 2:00 p.m. All work called for under these specifications shall be completed within 45 days of the date on the City of Farmington Hills purchase order.

### **19. MAKE**

Boss Eight (8) foot Super Duty XT and one optional Power V XT commercial series completely removable snow plows **OR CITY APPROVED EQUIVALENT**. Each plow shall have seven (7) reinforcing ribs and four- (4) trip roll action springs. The moldboard shall have rust-resistant finish. Each plow shall have an integral snow shield installed with fasteners every twelve (12) inches. The moldboard shall also provide attachment points for two angle cylinders, the A-frame, two (2) dampening shocks and four (4) vertical trip springs. Each plow shall have replaceable cutting edge shall have  $\frac{1}{2}$ " x 8", reversible CL090 High Carbon steel. Each plow shall be delivered with an additional spare replaceable cutting edge and fasteners for each plow. The plow assembly shall be equipped with two replaceable wear plow shoes and each plow shall have four spare shoes delivered with the plow. The shoes are to be cast iron and contain molybdenum for extended wear. The stem shall be of sufficient length to allow height adjustment of the shoe with spacers or washers. A click ring-style pin shall be used to secure the shoe to the base angle. The plow blade guides are to be high visibility bright orange plastic flexible rods mounted at each end of the moldboard.

### **20. ATTACHMENTS:**

The attaching components shall easily detach from the vehicle and the push plate, which is permanently attached to the vehicle frame. The detachable components shall consist of the A-frame, plow, plow lights, hydraulic motor, and hydraulic cylinders. There shall be a hoist assembly consisting of a hydraulic heavy-duty lift cylinder for lifting the blade. There shall be a jackleg to hold the attachments up when detached. There shall be jack supports to brace the jackleg and an assembly to hold the upper gear vertical when detached from the vehicle. The mounting brackets, which remain on the vehicle, will not protrude beyond the front bumper. The A-frame shall be constructed with high strength low alloy steel channel with gusset steel stiffeners and a heavy-duty steel pivot tube. The length of the A-frame from the center of the pivot tube to the center of the holes in the mounting ears shall be  $36^{\circ}$ . The lift arm shall be triangular in shape and constructed of a  $5/16^{\circ}$  x 2" steel wrapper and a 12-gauge steel gusset. A forged steel loop is to be attached to the front of the wrapper and a  $\frac{1}{4}$ " x 2" steel cross bar shall stiffen the wrapper and provide support for two  $\frac{1}{4}$ " x 3" steel lift cylinder ears.

# 21. ELECTRIC/HYDRAULICS:

The plow and plow angle shall be controlled with a front frame mounted hydraulic unit. The control valve will consist of solenoid operated cartridge style valves, which raise, lower and angle the blade. The hydraulic system shall be controlled by a hand-held thumb controlled electronic (joy stick) in-cab control with a dash mounted hanger. The controller shall have a harness quick disconnect plug mounted to the dash for storage of the hand control. The control is connected to the plow motor with a wiring harness attached to the vehicle grill that includes a plug to allow quick detachment of the plow. The connectors will have protective covers



for the quick disconnects of the wiring harnesses. The hydraulic fluid shall be manufacturer approved synthetic type fluid.

### 22. LIGHTS/HARNESS

The headlight kit shall consist of dual-beam, low-profile halogen headlights with combination park/turn signals. The plow headlights shall be adjusted to match the projection of the manufacturers' headlights when the plow is raised. The wiring harness shall be double-jacketed, sealed harness with plugs to connect to the vehicles existing wiring harness. The system shall have electronic relays to automatically switch to the plow lights when attached to the vehicle and back to the existing headlights when detached. The harness connectors shall be designed to allow for quick hookup and detachment of the plow. The plow harnesses shall be securely fastened to the truck grill with reinforcing materials so the connectors will not damage the grill or extend beyond the front bumper. Splices and "Scotchguard" connections will not be accepted. A heavy-duty flasher will be furnished and installed for proper turn-signal operation.

#### 23. SNOW-FOIL

The snow-foil shall be an extension of the plow moldboard. It shall be constructed to extend upward and outward from the blade in a coil curved fashion. The foil shall have stiffeners spaced every 12 inches for strength and reinforcement.

#### 24. CONTROLS

The plow shall be operated by a hand-held thumb controlled electric controller. The controls shall be removable for storage. There shall be a dash-mounted hanger for the controls when the plow is in use.

#### 25. WARRANTY

Two-year manufacturer warranty for materials and workmanship for the electrical connections, the controls and controllers, lights and plow motor. The paint shall be warranted for three (3) years.

### 26. PROCESS FOR REVIEW OF BIDS

To be considered your company must specialize in this type of equipment and have a proven track record of product success. When submitting your bid <u>ONE (1) ORIGINAL & TWO (2) COPIES OF THE</u> <u>WRITTEN AND PRICED RESPONSE (PAGES 7-9) WILL BE PROVIDED IN ONE SEALED</u> <u>ENVELOPE OR BOX.</u> The DPW and Central Services Staff will review bids, evaluate equipment offered and the company's bid which is viewed in the best interest of the City will be chosen. All bids will be hand delivered or mailed to the City Clerk's Office, 31555 West Eleven Mile Road, Farmington Hills, MI 48336-1165. All bids must be received no later than Tuesday, May 8, 2012, 10:00 a.m. E.S.T. Bids received after the deadline will be rejected and returned.



PHONE 248-871-2435

FAX 248-871-2431

### **CITY OF FARMINGTON HILLS-PROPOSAL PAGE - PICK-UP TRUCK SNOW PLOWS**

**Bid prices will be for an eight-foot plow installed per bid specifications and delivered F.O.B. to The City of Farmington Hills – DPW, 27245 Halsted Rd.** If your company is offering an alternate plow than what was specified please list the Mfg Name & Model number in the space provided. Deviations may be permitted if determined to be in the best interest of the City. The City of Farmington Hills reserves the right to request samples of any alternate listed

UNIT	MFG. NAME & MODEL (IF DIFFERENT THAN SPECIFIED	LIST ANY DEVIATIONS FROM SPECIFICATION	QUAN	UNIT PRICE	TOTAL PRICE
BOSS PICK-UP TRUCK SNOW PLOW – 8 FOOT SUPER DUTY XT OR APPROVED EQUIVALENT			3	\$	\$

<u>OPTIONAL BID ITEM:</u> The pricing for the optional items <u>WILL</u> affect the quantity of Super Duty plow type. If the city chooses the optional plow all changes shall be inclusive no hidden extra cost above the price bid. All items called out in the specifications for the XT shall apply to the VXT. The optional bid item may or may not be included with the award of the bid.

UNIT	MFG. NAME & MODEL (IF DIFFERENT THAN SPECIFIED	LIST ANY DEVIATIONS FROM SPECIFICATION	QUAN.	UNIT PRICE
OPTIONAL- PICK-UP TRUCK SNOW PLOW 8 FOOT POWER V XT OR APPROVED EQUIVALENT			1	\$
OPTIONAL- POLY SNOW PLOW 8 FOOT POWER V XT OR APPROVED EQUIVALENT			1	\$



PHONE 248-871-2435

FAX 248-871-2431

### **ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS**

I\_\_\_\_\_\_, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office of MITN website, <u>www.mitn.info</u> and is an official copy of the authorized version.

### SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

### AUTHORIZATION/ACCEPTANCE OF SPECIFICATION

The undersigned herein submitted this proposal and agrees to enter into an agreement with the City of Farmington Hills in accordance with the contract documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

NAME OF BIDDER:	
BUSINESS ADDRESS OF BIDDER:	
TELEPHONE #:	
CONTACT NAME	
AUTHORIZED SIGNATURE:	
TITLE OF SIGNER:	

NOTE: All items set forth herein shall be bid in full accordance with these bidding and/or contract documents and accompanying plans, complete. Product information can be provided by Jerry Brock, DPW Supervisor, at 248-871-2850. General bid questions can be answered by Kelly Monico, Senior Buyer, at 248-871-2435.



FAX 248-871-2431 Pg 9 of 9

PHONE 248-871-2435

# EXTENSION OF AWARD TO MITN PURCHASING COOPERATIVE

The \_\_\_\_\_\_ is a member of the MITN Purchasing Cooperative

(Entity)

consisting of many cities, townships, counties and other governmental agencies throughout Southeastern Michigan If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

( ) If an award is made to \_\_\_\_\_, it is agreed that

(Company)

The contract will be extended to the MITN Purchasing Cooperative under the same prices, terms, and conditions.

# Signature of Company Representative\_\_\_\_\_

( ) Our company is **NOT** interested in extending the contract.