



CHESTERFIELD TOWNSHIP 2022 DPW WHEEL LOADER

Bid Number: RFP 2022-DPW-56
REQUEST FOR PROPOSALS

03/30/2022 – Addendum No. 1

ISSUED BY: Jeremy Jaques, Fleet & Equipment Technician
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Submit Bids to: Charter Township of Chesterfield
Cindy Berry, Clerk
47275 Sugarbush Chesterfield, MI 48047
(586) 949-0400

Proposal Due: April 12th 2022 @ 10:00 AM

**NOTICE
OFFER TO RECEIVE BID FOR THE
CHARTER TOWNSHIP OF CHESTERFIELD**

**Chesterfield Township DPW WHEEL LOADER
BID NO. RFP-2022-DPW-56**

OVERVIEW

The Charter Township of Chesterfield DPW is soliciting qualified bids for a new wheel loader. The make and model used for the basis of this bid is the Cat® 910 Compact Wheel Loader. Chesterfield Township will accept alternate makes and models that meet or exceed the specifications of this machine as an “or equal” bid submission.

1. SUBMISSION AND RECEIPT OF BIDS

Sealed bids will be received by the Charter Township of Chesterfield at the office of the Township Clerk, 47275 Sugarbush Road, Chesterfield, Michigan, 48047 **until 10:00 a.m. local time Tuesday April 12th, 2022.** The bids will be publicly opened and read aloud immediately following the 10:00 a.m. deadline.

Bids to receive consideration shall be received prior to the specified deadline time. **NO LATE BIDS WILL BE ACCEPTED.** Bids are considered received when in the possession of the Chesterfield Township Clerk’s Office. **All bids must be labeled 2022 DPW Wheel Loader.** Bids must be sealed when submitted. Bids must be typewritten or printed in ink and legibly prepared. Bids having erasures or corrections thereon may be rejected unless explained or initialed by bidder. Bids shall be mailed or delivered to the Township Clerk’s Office before the stated deadline.

2. ADDITIONAL BID INFORMATION

Unless otherwise specified, the Township reserves the right to accept any item in the bids. Bidders may submit on any item or group of items, provided however, that the unit prices are shown as required. It is the vendor’s responsibility to acquire knowledge of any change, modifications or additions to the bid documents. Any vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the Charter Township of Chesterfield to the bid specifications, shall be bound by the bid, including any changes, modifications or additions made by the Charter Township of Chesterfield to the bid specifications, and that vendor fails to accept the bid award, the Charter Township of Chesterfield may pursue costs and expenses to re-bid the item from that vendor.

The Charter Township of Chesterfield officially distributes bid documents from the Township Clerk’s Office upon request, on our website chesterfieldtpw.org, or through the BidNet website. Only those vendors who obtain bid documents from the Township Clerk’s Office, Township website, or through the BidNet website are guaranteed access to receive addendum information, if such information is issued that is not in the original bid documents. Each change or addendum issued in relation to this bid will be on file in the Township Clerk’s Office. It shall be the bidder’s responsibility to make inquiry as to the changes or addenda issued, unless the addendum is contained in the original bid documents.

3. SPECIFICATIONS

The bidder, if awarded the contract, will be required to furnish the particular item(s) referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The Charter Township of Chesterfield reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

4. ALTERNATE BIDS

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

5. PRICING

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

***Fill out the table on the last sheet of the bid packet to specify make, model, and price of the loader being submitted for the RFP.**

6. QUANTITIES

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

7. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc. General delivery hours are 8:00 AM to 4:00 PM. Monday-Friday.

8. TAXES, TERMS AND CONDITIONS

The Charter Township of Chesterfield is exempt from Federal Excise, State Sales Tax and Personal Property Tax. The Township's tax I.D. number is 38-6006891.

9. AWARD

The bid will be awarded to the responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the Township, with price and other factors considered. **The Charter Township of Chesterfield reserves the right to accept any bid, to reject any or all bids, or waive irregularities in any bid in the best interest of the Township. Township reserves the right to perform a site visit at the bidder's place of business.** 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.

10. CONTRACT & CHANGE ORDERS

Once the Contract is awarded, the prices offered by the successful bidder shall remain firm for the duration of the contract. No different or additional items will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

All change orders to the contract will be in writing and at the discretion and approval of the Township. No change order will be binding unless signed by an authorized representative of the Township and Proposer.

11. CONTRACT TERMINATION

The Township reserves the right, upon thirty (30) days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

12. WITHDRAWALS 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 only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening. In case of error by the bidder in making up a bid, the Township 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.

13. DEFAULT CONDITIONS

In case of default by the contractor, the Charter Township of Chesterfield 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 Township 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.

14. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend and save the Township and 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 it 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.

15. BONDING

Bond is not necessary for this purchase.

16. INVOICING

All invoices shall be sent to:

accountspayable@chesterfieldtwp.org

Chesterfield Township,

Attn: Accounts Payable

47275 Sugarbush Road, Chesterfield, MI 48047

17. INSURANCE (REQUIRED FOR WORK ON OR WITHIN TOWNSHIP PROPER/FACILITIES)

- Worker's Compensations and Related Coverages
 - State: Statutory
 - Applicable (e.g. Longshoreman's): Statutory
 - Employer's Liability
 - Max Limit Each Accident
 - Max Limit Policy Limit
 - Max Limit Each Employee
- Contractor's General Liability
 - General Aggregate: \$1,000,000
 - Products – Completed Operations Aggregate: \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
 - Excess or Umbrella Liability:
 - General Aggregate: \$2,000,000
 - Each Occurrence: \$2,000,000
 - Fire Damage: \$50,000
 - Medical Payments: \$5,000
- Automobile Liability
 - Combined Single Limit: \$1,000,000
- Contractual Liability
 - Bodily Injury:
 - Each Accident: \$1,000,000
 - Annual Aggregate: \$1,000,000
 - Property Damage
 - Each Accident: \$1,000,000
 - Annual Aggregate: \$1,000,000
- Owner's and Contractor's Protective Liability Insurance Policy shall include as additional insured all persons/entities listed below
 - Charter Township of Chesterfield
 - Chesterfield Township Department of Public Works
- Owner's and Contractor's Protective Liability
 - General Aggregate: \$2,000,000
 - Each Occurrence: \$1,000,000
 - Combined Single Limit: \$1,000,000

***NOTE: Insurance is not required for this purchase**

18. GENERAL INFORMATION

The make and model used for the basis of this bid is the Cat® 910 Compact Wheel Loader. Chesterfield Township will accept alternate makes and models that meet or exceed the specifications of this machine as an “or equal” bid submission. Alternate submissions must be listed in the bid form and all technical specifications need to be submitted with the bid for evaluation. The bid shall include the following specifications:

- Quick coupler Integral Tool Carrier
- Minimum of 2.0 cu yd bucket
- Fork Tine 2.5” X 5” X 54”
- Enclosed Cab with Heater and Air Conditioner
- Cold Weather Package
- Rear View Camera
- Beacon Light
- Back-up Alarm
- Four Wheel Drive
- High lift or standard (Machine bucket pin height shall be a minimum of 12'0")
- Tires, 17.5-25 12PR, YK, L2
- Hydrostatic Drive
- Capable of achieving 24MPH
- Rooding Lights
- Hydraulic Kickout
- AM/FM Radio
- Deluxe Seat
- Ride Control

PLEASE PROVIDE BOTH PURCHASE AND LEASING OPTIONS. LEASING OPTIONS WILL BE FOR A 7-YEAR MUNICIPAL LEASE & A 7-YEAR OPERATING LEASE.

19. DELIVERY/INSTALLATION

Provide the timeframe in which the loader will be delivered to the DPW @ 52216 Sierra Dr Chesterfield, MI 48047.

20. FIRM PRICE GUARANTEE

N/A

21. WARRANTY

Please include all warranty information: _____

22. REFERENCES (Provide three)

	<u>Company</u>	<u>Contact Person</u>	<u>Phone #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

23. APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with the Charter Township of Chesterfield in accordance with the contract documents.

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER:

PHONE # _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

EMAIL: _____

2022 DPW Wheel Loader		
Make	Model	Price