MONROE COUNTY COMMUNITY COLLEGE

enriching lives

1555 South Raisinville Road
Monroe, MI 48161-9746

Request for Proposal

#06-11.26

Hydraulic Metal Shear w/Backgauge

Monroe County Community College (the College) is accepting sealed bids for one (1) Hydraulic Metal Shear w/Backgauge in accordance with the following specifications.

SCHEDULE:

Publication of Bid: Thursday, November 12, 2026
Posted on http://www.monroeccc.edu/rfp

Bids Due: Tuesday, November 24, 2026 3:00 P.M. EST
Monroe County Community College
1555 S. Raisinville Rd.
Monroe, MI 48161
(Warrick Student Services Building Room S-153)

Bids will be accepted by:
Attn: Kelly Heinzerling – "Hydraulic Metal Shear w/Backgauge"
Monroe County Community College
1555 S. Raisinville Rd.
Monroe, MI 48161

INSTRUCTIONS TO BIDDERS: Bids must be made in accordance with the instructions contained herein.

TO BE CONSIDERED FULLY COMPLETE AND VALID, BID SUBMISSIONS MUST INCLUDE THE FOLLOWING:

COMPLETED VENDOR'S PROPOSAL FORM INCLUDING SIGNATURE: The College requires the signature on bid documents to be that of an authorized representative of the bidding company and represents an understanding of the bidding documents, instructions, and specifications.

COMPLETED FAMILIAL DISCLOSURE: All bidders must provide disclosure in compliance with MCL 380.1267 and attach this information to the bid.

COMPLETED IRAN ECONOMIC SANCTIONS ACT CERTIFICATION OF COMPLIANCE: All bidders must provide a sworn and notarized statement in compliance with Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012.

CERTIFICATE OF INSURANCE: All bidders must provide CIO meeting the identified insurance criteria.

COMPLETED W-9 FORM

Bid submissions will be received and publicly read aloud in Room S-153 of the Audrey Warrick Student Services/Administration Building**,** Monroe County Community College, 1555 S. Raisinville Rd., Monroe, MI 48161 on Tuesday, November 24, 2026 3:00 P.M. EST.

Vendors must submit bid responses by Tuesday, November 24, 2026 3:00 P.M. EST in one of the following ways:

1. One (1) original copy of the proposal with an electronic (flash drive/memory stick) mailed to the above address
2. Electronic submission to mcccrfpbid@monroeccc.edu

Bids received after Tuesday, November 24, 2026 3:00 P.M. EST will not be accepted and will be returned unopened. Faxed bids will not be accepted.

Notice of award will be communicated via email.

The College reserves the right to reject any or all bids and to make selections which are in the best interest of the College.

TAX EXEMPTION: The College is tax exempt and therefore all bid submissions or invoices for goods or products furnished to the College should not include tax. If you believe you are subject to Michigan sales or use tax on materials acquired by your company for use in construction projects for the College, you must identify and include that in all bid submissions or proposals submitted to the College, or the College will not be responsible for payment or reimbursement of any such tax.

AWARD CRITERIA: Award will be based on the lowest and best (most advantageous to the College) as determined by consideration of:

1. Price offered
2. Experience
3. Technical expertise
4. Compliance to the bid specifications herein
5. Delivery schedule
6. Location and availability of service and repair facilities and personnel
7. Suitability for intended use
8. General reputation and performance capabilities of the bidder

PREVAILING WAGES: This Project could be subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or

type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

STATE-FUNDED PROJECT PREVAILING WAGE REQUIREMENTS – EFFECTIVE March 1, 2022: With the exception of lease build-outs, if a project greater than $50,000 involves employing construction mechanics (e.g., asbestos, hazardous material handling, boilermaker, carpenter, cement mason, electrician, office reconstruction and installation, laborer including cleaning debris, scraping floors, or sweeping floors in construction areas, etc.) and is sponsored or financed in whole or in part by State funds, state contractors must pay prevailing wage.

Additional information on the requirements of prevailing wage can be found on the Labor and Economic Opportunity - Bureau of Employment Relations - Wage and Hour Division website.

1. The Contractor (and its Subcontractors) represents and warrants that it pays all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications as prevailing wages based on locality, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.
2. The Contractor represents and warrants that Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

GENERAL TERMS AND CONDITIONS

PROPOSAL OPENING

Proposals are opened publicly at the date and time noted in the Project Schedule section of the RFP. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. Proposal results can be requested using the FOIA requirements located at https://www.monroeccc.edu/freedom-of-information-act.

EFFECTIVE PERIOD OF PROPOSALS

In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for one hundred and twenty (120) days after the proposal due date and time. Any firm who does not agree to this condition shall specifically communicate such disagreement in its proposal to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.

ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of purchase.

INQUIRIES/QUESTIONS

Vendors may only submit questions via email or phone prior to the bid due date.

ADDENDA

Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Department. Any addendum will be communicated to the firms who submitted proposals within accordance of the RFP criteria, posted on the College's webpage, and other applicable websites. Other than official numbered addenda issued by the Procurement Department, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this RFP are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.

WITHDRAWAL

Proposals may be withdrawn until the date and time of proposal opening. Proposals may not be withdrawn for one hundred twenty (120) days after proposal opening.

CANCELLATION

The College may cancel an RFP in whole or in part if it is determined to be in the best interest of the College.

ACCEPTANCE OR REJECTION OF PROPOSALS

The College reserves the right to waive any formalities and to reject any or all proposals or any part(s) thereof, and/or to accept any proposal or any part thereof and/or to cancel the request for proposal.

PUBLIC INFORMATION

The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment and explanations submitted in response to this RFP shall become the property of the

College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor and may be returned to the vendor after the award upon request.

OFFER AND ACCEPTANCE

A response to the RFP is an offer to contract with the College based on the provisions contained in the RFP. An authorized signature on the cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell goods or services specified and accept the terms of the subsequent contract, which shall incorporate this RFP.

COST OF PREPARATION

Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal shall be entirely the responsibility of the contractor and does not commit Monroe County Community College to pay or reimburse any costs in any manner.

ACCURACY

It is the responsibility of all firms to examine the entire RFP document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal and may result in rejection.

CONFIDENTIALITY

The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the College, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a "need- to-know" basis, and the contractor agrees to immediately notify the College, in writing, in the event it is determined, or there is reason to suspect, a breach of confidence has occurred. Execution of a confidentiality agreement will be required of the successful contractor.

INSURANCE

Monroe County Community College, as a governmental agency, is without authority to defend/indemnify a private party. Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of the parties or their employees pursuant to this Agreement.

Insurance must be provided by the operator in the following specified amounts:

Workmen's Compensation and Employer's Liability Insurance affording protection under the Workmen's Compensation Law of the States in which the work is performed; and

1. Employer's Liability protection subject to a minimum limit of $100,000.
2. Comprehensive General Liability Insurance in amounts not less than:
   Personal Injury: $1,000,000 per person (including bodily injury) $1,000,000 per occurrence
   Property Damage: $1,000,000 per occurrence
3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
   Bodily Injury $1,000,000 per person $1,000,000 per occurrence
   Property Damage $1,000,000 per occurrence

This Request for Proposal creates no obligation on the part of Monroe County Community College to award a contract. The College reserves the right to accept, reject, modify, or negotiate any and all proposals received in conjunction with the request for proposal in whole or part at any time. It reserves the right waive any defect or informality in the proposals on the basis of what it considers to be in its best interests. Any proposal which the College determines to be incomplete, conditional, obscure, or has irregularities may be rejected.

This request for proposal (RFP) in no manner obligates the College to the eventual purchase of any products or services described, implied, or which may be proposed until confirmed by a written agreement, and may be terminated by the College without penalty or obligation at any time prior to the signing of an agreement or purchase order.

MINIMUM SPECIFICATIONS:

(1) Hydraulic Metal Shear w/Backgauge

-Mild Steel Capacity: 1/4 inch

-Stainless Capacity: 10 Gauge

-Aluminum Capacity: 3/8 inch

-Minimum Thickness: 20 Gauge

-Cutting Length (inches): 48

-Strokes Per Minute: 12-20 (approximate)

-Main Motor: 7.5 HP Three Phase (220V/440V)

-Backgauge Motor: 1 HP Three Phase (220V/440V)

-Warranty: 1 Year (minimum)

Must Include:

-Front Operated Powered Digital Backgauge

-Squaring Arm

-Shipping and Freight Charges (if applicable)

Vendor's Proposal Form:

I/We have read and understand the RFP requirements. The proposal submissions is inclusive of all labor, materials, services and equipment necessary for completion of the work shown in the specifications. All required documentation as noted is included in the proposal response.

Date: _____

Total Bid:_____

Note any exemptions to the specifications provided:_____

_____

_____

Representative Name (please print): _____

Representative Signature: _____

Company Name: _____

Phone Number: _____

Email Address_____

CERTIFICATION OF COMPLIANCE
IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Monroe County Community College's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Monroe County Community College as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Monroe County Community College's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

_____ _____

Name of Company Date

_____ _____

Name and Title of Authorized Representative Signature

STATEMENT REGARDING FAMILIAL RELATIONSHIP

AFFIDAVIT OF _____ (Name of affiant)

STATE OF _____

COUNTY OF _____

_____makes this Affidavit under oath and states as follows:

1. I am a/the President Vice-President Chief Executive Officer Member Partner Owner Other (please specify) _____

Of _____, a bidder on a construction project for (Insert name of contractor)

_____ that involves, at least in part, construction (Insert name of school district)

of a new school building or an addition to or repair or renovation of an existing school building.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

_____ (Signature of affiant)

Dated _____

Subscribed and sworn before me in _____County,

State of _____- on the _____day of _____, 200__

_____(Signature)

_____(Printed)

Notary public, State of _____, County of _____

My commission expires on _____

Acting in the County of _____