BOARD OF COUNTY ROAD COMMISSIONERS
OF BARRY COUNTY

Office
1725 West M-43 Highway, P.O. Box 158
Hastings, MI 49058-0158
Phone (269) 945-3449 • (888) 575-8059 • FAX (269) 945-4580
E. MAIL: administration@barrycrc.org

Commissioners:
FRANK M. FIALA
DAVID D. SOLMES
D. DAVID DYKSTRA

BRADLEY S. LAMBERG, P.E.
Managing Director

CHRIS BEBEAU
Secretary

NOTICE TO BIDDERS
BARRY COUNTY ROAD COMMISSION

Sealed proposals will be received at the office of the Barry County Road Commission, 1725 West M-43 Highway, P.O. Box 158, Hastings, MI 49058, until 10:30 A.M. Tuesday, July 16, 2019 for the following items.

Specifications and additional information may be obtained at the Road Commission Office at the above address or at our web site at www.barrycrc.org.

12,000 lb Tracked Skid Steer

18,000 lb Excavator

Maintenance Building Roof

The Board reserves the right to reject any or all proposals or to waive irregularities in the best interest of the Commission.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BARRY

David D. Solmes  Chairman
Frank M. Fiala  Member
D. David Dykstra  Member
REQUEST FOR BIDS

New 18,000 LB Excavator

RECEIPT OF BIDS

Separate sealed proposals for the above project will be received by the Barry County Road Commission, at 1725 West M-43 Highway, P.O. Box 158, Hastings, Michigan 49058, until 10:30Am on July 16, 2019, at which time the bids will be publicly opened and read a loud.

BID INFORMATION

Equipment Superintendent
(269) 945-3449 or (888) 575-8059

MATERIALS

New 18,000 LB Excavator

SUBMITTAL REQUIREMENTS

Bid Form (with authorized signature)

RIGHT TO REJECT

In its sole discretion, the Barry County Road Commission reserves the right to waive any irregularities in any bids, to reject any or all bids, and to accept bids other than the lowest responsible bid. No bid may be withdrawn after the schedule closing time for receiving bids and for a period of 90 days thereafter.

ENCLOSURES

Instructions to Bidders
Bid Form
Bid Specifications
Standard Purchase Agreement
PA 517

Financial Disclosure
INSTRUCTIONS TO BIDDER

1. Representative. The designated representative of the Barry County Road Commission is Robert Richardson Equipment Supt., Barry County Road Commission, 1725 West M-43 Highway, P.O. Box 158, Hastings, Michigan 49058, Telephone (269) 945-5449.

2. Bidding Documents. Complete sets of the Bidding Documents may be obtained from the Barry County Road Commission and must be used in preparing bids. The Barry County Road Commission does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. Qualification of Bidders. It is the intention of the Barry County Road Commission to award the contract to a Bidder who will complete all purchase orders in a very satisfactory manner. After opening of the bids, if requested by the Barry County Road Commission, Bidders must give information regarding its experience in supplying the bid materials, a statement of financial status, and business references.

4. Examination of Bidding Documents. It is the responsibility of the Bidder to:

(a) Examine and carefully study the Bidding Documents;

(b) Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost or performance of the Standard Purchase Agreement;

(c) Agree at the time of submitting its bid that no further information is necessary for the determination of its bid; and

(d) Promptly give the Barry County Road Commission written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder discovers in the Bidding Documents, and to confirm that the written resolution thereof by the Barry County Road Commission is acceptable to the Bidder.

The submission of a Bid Form constitutes an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this paragraph 4.

5. Interpretations. All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Barry County Road Commission. Interpretations or clarifications considered necessary by the Barry County Road Commission to such questions will be issued by addenda mailed or delivered to all parties recorded by the Barry County Road Commission as having received the Bidding Documents. Questions received less than seven (7) days before the bid opening may not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. In addition, addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Barry County Road Commission.

6. Contract Times; Liquidated Damages. The materials must be supplied within the time or times set forth in the Bidding Documents. The Bidder will be responsible for any liquidated damages set forth in the Bidding Documents for failure to supply the material within the requisite time.
7. **Preparation of Bid.** The Bid Form shall be completed and submitted as follows:

   (a) All blanks on the Bid Form shall be completed by printing in ink or by typewriter, and the Bid Form shall be signed by the Bidder.

   (b) A bid by an entity shall be signed by an authorized officer or agent of the entity. The entity's address shall be shown below the signature line.

   (c) A bid by an individual shall be signed by the individual and shall show the Bidder’s name and address.

   (d) A bid by a joint venture shall be executed by authorized representatives of each joint venturer and accompanied by evidence of each individual’s authority to sign. The address of each joint venturer shall be shown below the signatures.

8. **Submittal of Bid.** The completed Bid Form shall be submitted no later than the date and time prescribed and at the place indicated in the Request for Bid, and shall be enclosed in an opaque sealed envelope plainly marked with the project title and the name and address of the Bidder.

9. **Modification and Withdrawal of Bid.** Prior to the time for opening of bids, a bid may be modified or withdrawn by an appropriate document duly executed in the same manner as a Bid Form and delivered to the place where the Bid Forms are submitted. No Bidder may withdraw a bid within ninety (90) days after the date and time for opening bids.

10. **Opening of Bids.** Bids will be opened at the time and place indicated in the Request for Bids and, unless obviously non-responsive, read aloud publicly.

11. “The BCRC, 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.”
12. **Awarding of Contract.** The Barry County Road Commission reserves the right to (a) reject any or all Bids, including nonconforming, nonresponsive, unbalanced, or conditional bids; (b) reject the bid of any Bidder whom it deems to be nonresponsible; (c) reject the bid of any Bidder that it believes would not be in the best interest of the Barry County Road Commission; (d) waive all informalities not involving price or time; and (e) negotiate contract terms with the successful Bidder. If the contract is to be awarded, the Barry County Road Commission will award the contract to the Bidder whose bid is in the best interest of the Barry County Road Commission, as determined in its sole discretion.

13. **Signing of Agreement.** The notice of award to the successful Bidder will be accompanied by unsigned counterparts of the Standard Purchase Order. Within fifteen (15) days of receipt, the successful Bidder shall sign and deliver the counterparts of the Standard Purchase Agreement. Within ten (10) days of its receipt of the signed Standard Purchase Agreement, the Barry County Road Commission will deliver one fully signed counterpart of the Standard Purchase Agreement to the successful Bidder.
Specifications

for

(1) New 18,000 lb. Excavator

I. ENGINE

- Min. 70 HP U.S. EPA Tier 4 Final Turbo Charged Electronic Engine with Diesel Particulate Filter
- Engine will have a Minimum Displacement of 202 cu in
- Two stage dual elements dry type air cleaner
- Automatic Engine Idle and Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Engine Oil to have a Scheduled 500 hr. Change Interval
- The Engine Shall have a Cold Start Aid
- Engine Coolant will protect the Machine to -34F.

II. WEIGHT

- 18,000 lbs.

III. UNDERCARRIAGE

- Track and Carrier Rollers shall be Lubricated for Life
- Track shall be Sealed and Lubricated to Extend Service Life
- Hydraulic Track Adjusters
- Tie Down Eyes on Undercarriage Frame
- Dozer Blade
- Dozer Float
- Bolt on Reversible Wear Edge
- 18" Steel Triple Grouser Tracks with Bolt On Rubber Pads

IV. CAB

- Sealed and Pressurized Cab
- Cab Not To Exceed 72 db.
- Air conditioning with Temperature Control
- Heat with Temperature control
• Cab air filter
• Windshield Wiper
• Stick Steer Mode for Travel
• 12V. Power Socket
• Control Pattern Changer
• Adjustable Wrist Rests
• Molded Foot Rests
• Removable, Washable Floor Mat
• Travel Pedals and Hand Levers
• Hydraulic Lockout Controls
• Integrated Lower Front Window
• Assisted Front Window Overhead Storage
• Rear Window Emergency Exit
• Air Suspension Heated Seat
• L.E.D. Interior Light
• Front, Rear, Side L.E.D. Exterior Lighting
• AM/FM Radio with USB, Auxiliary, Bluetooth, Microphone
• All Appropriate ROPS/TOPS for Machine
• Color LCD Monitor with Capabilities to Monitor Fuel Level, Coolant Level, Maintenance and Machine Monitoring, Performance and Machine Adjustments, Numeric Security Code, Camera Ready, Hour Meter, Jog Dial Control Interface
• Will Have Rear View Camera
• Shall have Right and Left Hand Mirrors
• Matching Key and Vandal Locks for All External Doors
• Shall have Windshield Wiper with Intermittent Speeds and Washer with Fluid
• Top Roof Window shall be Transparent and Tinted to Protect from Glare

V. HYDRAULICS

• Variable Displacement Piston Pump
• Load Sensing/Flow Sharing Hydraulics
• Hydraulic Temperature Monitoring
• The Fuse Box shall be in the Cab Protected from the Elements
• Pilot Control Shut-off Lever will Shut off Hydraulic Pilot Pressure to all Pilot Control Valves and Lock Machine Travel Shall have Hydraulic Quick Coupler
• Have a Hydraulic Activated Thumb

VI. Electrical

• 12 Volt Electrical System
• 60 Amp Alternator
• 900 CCA Maintenance Free Battery
• Circuit Breakers
• Ignition Key Stop Switch
• Signaling/Warning Horn
• Will Include a Master Disconnect Switch

VII. GENERAL

• Will have a 30" Spade Bucket
• Will have a 40" Ditching Bucket
• Shall Include a Operators Manual
• Shall Include a Parts Manual
• Shall Include a Service Manual
• Will have a Minimum Digging Depth of 183"
• Will have a Vertical Wall Depth of 134"
• Will have a Maximum Reach of 501"
• Will have a Minimum Lifting Capacity of 8,700 lbs.
• Shall Include Additional Counterweight

VIII. OPTIONS

• 4 Way Valve for Dozer Blade

Please list any warranties available for this machine.
BID FORM

For

New 18,000 LB Excavator

This Bid is submitted to: Barry County Road Commission
1725 West M-43 Highway
Hastings, Michigan 49058

By submitting this Bid, the Bidder represents and agrees that:

1. Bidder accepts all of the terms and conditions set forth in the Request for Bids, the Instructions to Bidders, the Specifications, and the Standard Purchase Agreement.

2. If this Bid is accepted, Bidder will enter into the Standard Purchase Agreement with the Barry County Road Commission in the form (and containing the terms) included in the Bidding Documents and to supply all of the materials specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

3. This Bid will remain subject to acceptance for ninety (90) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Barry County Road Commission.

4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any individual or entity to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the Barry County Road Commission.

5. Bidder will complete the work in accordance with the Bidding Documents for the following price:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>New 18,000 LB Excavator</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery Date: No Later Than ____________________________
6. The Barry County Road Commission reserves the right to (a) reject this Bid; (b) reject the bid of any Bidder whom it deems to be non-responsible; (c) reject the bid of any Bidder that it believes would not be in the best interest of the project; (d) waive all informalities not involving price, time, or changes in the materials; and (e) negotiate contract terms with the successful Bidder. If the contract is to be awarded, the Barry County Road Commission will award the contract to the Bidder whose bid is in the best interest of the Barry County Road Commission, as determined in its sole discretion.

This Bid Form is signed on ________________________, 20___ by: ______________________

If an individual:

Signature: ______________________
Print Name: ______________________

If a partnership, limited liability company or corporation (if a joint venture, complete for each joint venturer):

Entity Name: ______________________
Signature: ______________________
Print Name: ______________________
Title: ______________________

Bidder's Contact Information:

Address: ______________________

Phone: ______________________
Fax: ______________________
Email: ______________________
STANDARD PURCHASE AGREEMENT

BETWEEN

BARRY COUNTY ROAD COMMISSION AND SUPPLIER

This agreement is entered into between the Barry County Road Commission ("Road Commission") and the undersigned supplier ("Supplier").

Type of Equipment to be supplied:

New 18,000 LB Excavator

The Road Commission and the Supplier agree as follows:

1. The Equipment. The Supplier shall fully perform and supply the equipment described in the Contract Documents. The "Contract Documents" include all of the Bidding Documents (including the Specifications), this agreement as fully completed and executed, any addenda, and any subsequent modifications to this agreement. In the event of any inconsistencies or ambiguities within the Contract Documents, Supplier shall (a) provide to the better quality or greater quantity of equipment, and (b) comply with the more stringent requirement. All purchase orders, confirmations, and invoices for the equipment shall be subject to the terms and conditions of this agreement.

2. Deliveries; Time. The Road Commission's production schedules are based upon the agreement that equipment will be delivered to the Road Commission by the date(s) and/or times specified or described in the Contract Documents. Time is therefore of the essence of this agreement. If deliveries are not made at the time agreed upon or if the equipment delivered are nonconforming, the Road Commission reserves the right to terminate this agreement or to purchase elsewhere, and to hold Supplier accountable therefore.

3. Prices; Payment. During the term of this agreement, Supplier's price shall not be higher than the price bid in the Bidding Documents, unless otherwise agreed to in writing by the Road Commission. The price includes all taxes and all shipping and handling charges to the specified delivery site in Barry County, Michigan, as specified in the purchase order. Payment for ordered and delivered equipment will be due sixty (30) days from the Supplier's invoice date. Payments not made within the sixty (30) day period shall accrue interest at the rate of six percent (6%) per annum, calculated monthly.

4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed to by the Road Commission in writing. If the Bidding Documents do not specify a specific quantity, this agreement shall be deemed a supply agreement, and the Supplier shall supply the amount of equipment ordered in each purchase order placed during the term of this agreement. Unless otherwise provided in the Bidding Documents, the Road Commission shall not be required to order any specific or minimum amount of the equipment.
5. **Warranties.** Supplier warrants that all equipment or services delivered hereunder to be free from defect of equipment or workmanship and shall conform strictly to the specifications, drawings, or sample specified or furnished. In addition, all equipment supplied shall be free and clear of all liens, security interests or other encumbrances at the time delivered. The Road Commission shall receive clear title to the materials. These warranties shall survive any inspection, delivery, acceptance, or payment by the Road Commission of the equipment.

6. **Inspection and Rejection.** Final inspection shall be at the Road Commission's facility or at the delivery site, unless otherwise agreed to in writing. Equipment rejected as not conforming to this agreement, or as otherwise defective, shall be returned at Supplier's expense, including transportation and handling costs.

7. **Assignment.** Supplier shall not delegate any duties, nor assign any rights or claims under this agreement, or for breach thereof, without the prior written consent of the Road Commission, and any such attempted delegation or assignment shall be void.

8. **Indemnification.** To the fullest extent permitted by law, the Supplier shall indemnify and hold the Road Commission and its employees, commissioners, and agents harmless from and against any and all claims, demands, liabilities, damages and expenses (including attorneys fees) arising from or related to any breach of this agreement or Supplier’s performance of this agreement.

10. **Supplier must comply with Appendix A attached hereto.**

11. **Termination; Cancellation.** Upon the happening of any one or more of the following events, the Road Commission may cancel or terminate this agreement without cost or liability: (a) Supplier’s insolvency or inability to meet obligations as they become due; (b) filing of voluntary or involuntary petition of bankruptcy by or against Supplier; (c) appointment of a receiver for Supplier by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above shall not affect the right of the Road Commission to cancel its additional obligations. Furthermore, the Road Commission reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this agreement, if any amount is stated, without liability to Supplier for loss or anticipatory profits.

(Remainder of Page Intentionally Left Blank)
This agreement is entered into between the Supplier and the Road Commission effective

Supplier:

By: 

Its: 

Road Commission:

Barry County Road Commission

By: 

 Its: 
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Barry County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the Barry County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Barry County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Barry County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.
Bidder PA 517 Certification:

In accordance with Act 517 of the Public Acts of Michigan of 2012 ("Act 517"), the undersigned represents and certifies that as of the date hereof the undersigned is not an "Iran linked business" as defined in Act 517.
BARRY COUNTY ROAD COMMISSION

FINANCIAL DISCLOSURE STATEMENT FOR CONTRACTING WITH
THE BARRY COUNTY ROAD COMMISSION

I. It is the policy of the Barry County Road Commission to comply in all respects with the Contracts of Public Servants with Public Entities statute, Act 317 of 1968, as amended, MCL 15.321, et seq. In order for the Barry County Road Commission to comply with these legal requirements, it is necessary that persons seeking to enter into contracts with the Barry County Road Commission disclose certain information which will allow for an evaluation of compliance with the statute. Anyone seeking to enter into a contract with the Barry County Road Commission shall supply the information requested below. Additional information may be requested based upon the responses set forth below.

II. Please identify the contract you are seeking to enter into with the Barry County Road Commission:

________________________________________________________________________

III. Please indicate whether any of the following applies to you or the person or entity seeking the contract with the Barry County Road Commission:

☐ You are an official or employee of the Barry County Road Commission.

☐ An official or employee of the Barry County Road Commission is a partner, member or employee of the co-partnership or unincorporated association which seeks to enter into the contract with the Barry County Road Commission.

☐ An official or employee of the Barry County Road Commission is a stockholder of the private corporation which seeks to enter into the contract with the Barry County Road Commission.

☐ An official or employee of the Barry County Road Commission owns stock listed on a stock exchange with a present total market value in excess of $25,000 in the corporation which seeks to enter into the contract with the Barry County Road Commission.

☐ An official or employee of the Barry County Road Commission is a director, officer or employee of the corporation which seeks to enter into the contract with the Barry County Road Commission.

☐ An official or employee of the Barry County Road Commission is a beneficiary or trustee of the trust seeking to enter into a contract with the Barry County Road Commission.

IV. I certify that the information set forth above is true and accurate based upon my personal knowledge and an investigation of the records and documents available to me.

Date: ___________________________