

BERRIEN COUNTY ROAD COMMISSION

PROPOSAL AND SPECIFICATIONS

FOR

**AUTOMATED VEHICLE LOCATION (AVL)
TECHNOLOGY**

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
2860 EAST NAPIER AVENUE
BENTON HARBOR, MI 49022**

BERRIEN COUNTY ROAD COMMISSION

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received at the office of the Board of County Road Commissioners of the County of Berrien, 2860 East Napier Avenue, Benton Harbor, Michigan 49022 until 10:45 A.M., MONDAY February 29, 2016. At 11:00AM at which time and place they will be publicly opened and read aloud for the following:

AN AUTOMATED VEHICLE LOCATOR (AVL) THAT ALLOWS FOR THE CONTINUOUS TRACKING OF BCRC EQUIPMENT IN COUNTY

All bids will be tabulated and presented to the Board of County Road Commissioners (BCRC) at their next regular meeting.

All bids shall be signed in ink and sealed in an envelope with the name of the item bid upon, day of the bid opening and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of the Berrien County Road Commission (BCRC).

The Road Commission reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.

**By The BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN**

**August Zielke
Timothy Lynch
Joseph Margol
Jess Minks
William Hodge**

BENTON HARBOR, MICHIGAN

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Instructions to Bidders

1. All bids will be opened publicly at the Berrien County Road Commission on February 29, 2016.
2. All bids shall be signed in ink, enclosed in a sealed envelope bearing the name and address of the bidders, the name of the bid and the date of the bid opening on the outside of the envelope.
3. Bids which are to be mailed must be received by 10:45 a.m. on February 29, 2016, and shall be mailed to:

Berrien County Road Commission
2860 E. Napier Avenue
Benton Harbor, MI 49022

4. The Road Commission reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.
5. Bidders must complete and sign all documents included with the bid package:
 - Price Schedule with material specifications and drawings
 - Hold Harmless
 - Bond

Cancellation of Contract Provisions

1. The Commission shall have the right to cancel the Contract for non-performance. Should an inspection by the Commission's designated representative reveal that the Contractor's work results in any non-acceptable maintenance condition of one or all specified areas:

The Commission's designated representative at the time of the first circumstance shall call for a meeting with the contractor to insure no misunderstanding on the issues involved.

If the condition should repeat itself a second time, the Commission's designated representative shall call for another meeting with the Contractor and issue a written warning of possible Contract termination should the condition continue.

If the condition should repeat itself for a third time, the Commission's designated representative shall call for another meeting with the Contractor and issue a written Notice of Contract Termination.

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2. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.
3. The Contractor, his/her employees, agent, and representatives shall conduct themselves in a manner which is conducive to good public relations. They shall display proper respect to the Commission, the general public, and surrounding property owners as is applicable.
4. Neither the Contractor nor his/her Subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect his/her hire, tenure, terms, conditions or privileges of employment, of any manner directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

Bonds

The successful bidder will be required to furnish a Performance Bond and Lien Bond each at 50% of the contract.

Insurance

The Contractor, prior to the execution of the contract, shall file with the Road Commission a Certificate or Certificates of Insurance form satisfactory to the Road Commission showing that he/she has complied with the Road Commission Insurance Requirements dated July 3, 1986.

Award

It is the intention of the Road Commission to award the work under this contract to the contractor which can provide the most favorable combination of qualification and cost. Past work performance, product quality, as well as current references will be considered. Toward that end, the Road Commission reserves the right to accept or reject any or all bids in the best interest of the Road Commission, as determined by the Road Commission.

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VEHICLE LOCATION TECHNOLOGY SPECIFICATIONS:

Scope of Work

The scope of this job is to have the ability to monitor, in close to real time, the location of various pieces of equipment operated by the Berrien County Road commission in their performance of various maintenance operations on the local and primary county road system. The system should have the ability to monitor individual, work subgroups (such as snow plow equipment group, non-union shop vehicles, sign shop group), garage wide and county wide operations. The four garage locations are in Benton Harbor, Baroda, Eau Claire and Buchanan Mi. but the actual monitoring will take place at the main operational center in Benton Harbor, MI. The display hardware located at the central offices will be provided by BCRC with a recommendation from the winning bidder. Bidders may be required to present their system at an onsite meeting at the Benton Harbor, Mi. office to the senior management and Board of the road commission. As part of the bid the supplier should include the latest printed manufacturer specification and advertising literature.

Specifications

1. The system must include the necessary equipment to monitor approximately 50 pieces of snow plowing equipment, two (2) sign trucks, and 15 non-union shop vehicles and display this equipment either by one of four (4) garages, as a complete county or as a work group.
2. Equipment and Software shall be of the latest current production in commercial use. No experimental equipment shall be quoted.
3. Discrete tracking of the following functions must be available for snow equipment. For the rest of the vehicles, location only, is acceptable:
 - + Vehicle location.
 - + Plow up or plow down.
 - + Sander or Spinner on/off.
 - + Vehicle on/vehicle off.
 - + Wing out/in
4. A reporting package that has at a minimum:
 - + Time to complete a snow route.
 - + Actual amount of snow plowing time (time with plow down)
 - + Actual time sander or spinner was actually engaged.
 - + accumulated daily, weekly and monthly data.
5. Mapping display shall be open GIS based and be able to interface with the Berrien County GIS system (ArcMap).

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6. Discrete mapping levels that show:
 - + Vehicle location, speed and direction.
 - + Sander or Spinner on/off.
7. The system must operate in field conditions common to the BCRC snow plowing operations. Corrosive materials such as road salt and salt brine should be expected to be part of the environment.
8. The system shall interface with existing salt spreader systems commonly used in the industry and specifically Comp-u-spread 230CS.
9. Firmware must be able to be remotely upgraded via wireless interface.
10. AVL positional information must be capable of display on the BCRC web site with a capability to set a pre-determined time offset to real time data. Similar data must be able to be imported to common devices and portals including mobile devices.
11. Access to the systems information must be password coded and have the ability to be limited to selected BCRC employees.
12. Collected data must be accessible on line for a period of up to 15 months. Data past the 15 month window must be able to be installed at users request provided a sufficient advanced request.
13. Data must be able to be imported into an Excel spreadsheet.
14. The system shall have a playback feature.
15. Vendor must be able to provide an Activity Report by address whereby an operator can enter a discreet address and snow plowing information such as date, time, plow up/down and spinner/spreader on and off information is displayed.
16. The system must have a road completion report indicating both roads completed and a graphical display. This feature must be by both road type and total by road type.
17. Training should be a combination of onsite and web based and to be of content and duration to provide a working knowledge of the system.

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PROPOSAL

It is understood and agreed that this proposal is submitted with the understanding that an award of purchase will be made on the basis overall best value and ability meet a deadline of November 1, 2016 for the system to be fully operational.

SPECIAL TERMS:

SPECIAL REMARKS:

NAME AND ADDRESS OF BIDDER

NAME _____

STREET ADDRESS _____

CITY AND STATE _____

BID SUBMITTED BY: _____

(Authorized Signature)

TELEPHONE _____

DATE _____

HOLD HARMLESS

BERRIEN COUNTY ROAD COMMISSION

This Agreement made this _____ day of _____, 20____ by and between the Berrien County Road Commission and the Board of County Road Commissioners of the County of Berrien (hereinafter referred to as the BOARD) and _____ (hereinafter referred to as the CONTRACTOR).

Said Contractor hereby agrees to undertake the following work in the status of independent contractor performing the following operations:

Automated Vehicle Locator system

Said Contractor shall at all times exercise extreme care and shall assume any and all liability for bodily injury, death or property damage arising out of the above stated operation or by anyone else acting in concert or under the control or direction of said Contractor, and will indemnify and hold harmless the Berrien County Road Commission, its Commissioners, employees, attorneys and agents for any and all claims for bodily injury, death or property damage arising out of this agreement.

It is also agreed while engaged in such operation, that the Contractor shall maintain insurance, naming the Berrien County Road Commission as an additional named insured with policy limits of:

Bodily Injury and Property Damage Liability:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Statutory Workmen's Compensation Insurance

Additionally said Contractor shall furnish to the Board a certificate of insurance providing above requested limits.

It is also agreed if the Board is involved in any litigation arising out of said operation, that the Contractor will indemnify and hold harmless the Board for any and all legal fees or cost incurred by the Board in defense of said Board.

WITNESSED BY:

Contractor

Berrien County Road Commission

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TITLE VI CONTRACT REQUIREMENTS

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 **BERRIEN 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 **BERRIEN 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:

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- (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 **BERRIEN 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 **BERRIEN 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.