

BERRIEN COUNTY ROAD COMMISSION

<p>PROPOSAL AND SPECIFICATION FOR FUEL CARD READERS AND FUEL DISPENSERS</p>
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**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
2860 EAST NAPIER AVENUE
BENTON HARBOR, MI 49022
1-269-925-1196 OR 1-800-442-0734**

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 11:00 A.M., Thursday, June 11, 2015 at which time and place they will be publicly opened and read aloud for the following:

- 1. BUENA VISTA AND SUNSET DRIVE HMA PAVING – COLOMA TWP – P15071 AND 2015 ULTRA THIN PROGRAM - COLOMA TWP – P15072**
- 2. HARBOR ACRES SUBDIVISION HMA PAVING – SODUS TWP – P15067**
- 3. I-94 MILL AND FILL AT BRIDGE OVER AMTRAK RAILROAD BY EXIT 4 – PROJECT NO. – P15085**
- 4. FUEL CARD READERS AND FUEL DISPENSERS**

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

All bids shall be signed in ink and sealed in an envelope with the name of the items bid upon 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.

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.

Please visit our website for bid proposals: www.bcroad.org

**BY THE BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
AUGUST ZIELKE
TIMOTHY LYNCH
JESS MINKS
WILLIAM HODGE
JOSEPH MARGOL**

BERRIEN COUNTY ROAD COMMISSION

Instructions to Bidders

1. All bids will be opened publicly at the Berrien County Road Commission on June 11, 2015.
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 not to be mailed must be received by 11:00 a.m. on June 11, 2015, and shall be mailed to:

Berrien County Road Commission
2860 E. Napier Ave
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-acceptance 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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SPECIFICATION SHEET FOR EQUIPMENT INSTALLATION

SUMMARY: THE BIDDER MUST BE SPECIFICALLY TRAINED, AND BE EXPERIENCED IN THIS WORK (10 YEARS MINIMUM) IN COUNTY OR STATE LEVELS.

THE CONTRACTOR SHALL PERSONALLY SUPERVISE THE WORK OR SHALL HAVE A COMPETENT PERSON AT THE SITE AT ALL TIMES TO ACT FOR HIM. BIDDERS MUST BE WILLING TO ADDRESS AND RESPOND TO, IN A TIMELY MANNER, CONCERNS REGARDING THE INSTALLATION OF EQUIPMENT.

CONTRACTOR, WHILE INSTALLING EQUIPMENT, SHALL AT ALL TIME EXERCISE EXTREME CARE TO PREVENT DAMAGE TO EQUIPMENT. BERRIEN COUNTY ROAD COMMISSION TO BE HELD HARMLESS AGAINST ANY AND ALL CLAIMS ARISING FROM OPERATIONS COVERED ABOVE.

SPECIFICATIONS

1. INSTALLER WILL SUPPLY ALL EQUIPMENT, LABOR, AND MATERIALS.
2. INSTALLER IS TO INVESTIGATE AND BECOME FAMILIAR WITH CONDITIONS RELATING TO THE WORK TO BE PERFORMED. FAILURE ON THE PART OF THE INSTALLER TO INVESTIGATE OR INSPECT THE REQUIRED WORK WILL NOT BE GROUND FOR ADDITIONAL COMPENSATION UNDER THIS CONTRACT.
3. INSTALLER SHALL FURNISH, OPERATE, AND MAINTAIN SUITABLE AND ADEQUATE EQUIPMENT NECESSARY TO PERFORM ABOVE OPERATIONS IN AN APPROVED AND WORKMANLIKE MANNER WITHOUT HINDRANCE OR DELAY. BERRIEN COUNTY ROAD COMMISSION RESERVES THE RIGHT TO INSPECT THE INSTALLER'S FACILITIES PRIOR TO THE BEGINNING OF THE WORK. INSTALLER TO PROVIDE A LIST OF ACTUAL INSTALLATIONS FOR VISUAL INSPECTION UPON REQUEST.

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Scope of Work

The scope of this job is to furnish and install six (6) complete fuel key reader systems at six (6) Road Commission garage locations and interface all to the main office. Also, furnish and install eight (8) new Wayne electronic dispensers. As part of the bid the supplier should include the latest printed manufacturer specifications and advertising literature. Provide 10 hours of system training for Road Commission staff.

Specifications

1. Replace the existing dispensers with a new Wayne Single Product Dispenser 3/G7221D/GJK Fleet Dispenser or approved equal.
2. Petro Vend Fuel Control System.
K800 Hybrid Internal FSC and wireless communication kit or approved equal.
3. Furnish 100 each chipkey and encoder or approved equal.
4. Phoenix Plus fuel management software package or approved equal.
5. Provide all electrical hook ups for new equipment.
6. Provide 10 hours of training for Road Commission staff.

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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 September 30, 2015 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 _____

BERRIEN COUNTY ROAD COMMISSION

HOLD HARMLESS

This Agreement made this _____ day of _____, 2015 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:

Fuel Card Reader and Fuel Dispensers

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 Board of Berrien County Road Commissioners, the Berrien County Road Commission; their Officers, Agents and Employees 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

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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 **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.

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2860 EAST NAPIER AVENUE

BENTON HARBOR, MICHIGAN 49022

TELEPHONE 925-1196

**PROJECT: FUEL CARD READERS AND FUEL DISPENSERS
ITEMIZED UNIT PRICE SCHEDULE**

QUANTITY	ITEM OF WORK	UNIT PRICE	AMOUNT
8 EACH	FLEET DISPENSER		
6 EACH	FUEL CONTROL SYSTEM		
6 EACH	WIRELESS COMMUNICATION KIT		
100 EACH	FUEL KEYS		
1 EACH	FUEL KEY ENCODER		
1 SYSTEM	FUEL MANAGEMENT SOFTWARE		
1 LUMP SUM	LABOR, EQUIPMENT, MATERIALS FOR COMPLETE INSTALLATION		
1 LUMP SUM	SYSTEM TRAINING		

TOTAL OF BID \$ _____

Signed Bidder

Date