



## **CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR REQUEST FOR PROPOSAL**

The City is accepting bids for the purchase of a new Compact Excavator from a qualified vendor. Official bids must be submitted electronically via BidNet/Michigan Inter-governmental Trade Network (MITN Purchasing Group). Hard copy bids will not be accepted by the City. To register, go to the BidNet website: [www.bidnetdirect.com](http://www.bidnetdirect.com). Responses are due by 3 PM on May 17, 2018.

Bid specifications may be downloaded from BidNet/MITN or the City's website at [www.berkleymich.org](http://www.berkleymich.org).

No Bidder may withdraw a proposal between the date set for the opening thereof and forty-five (45) calendar days after the bid opening.

NOTE: The City of Berkley reserves the right to reject any and all proposals received as a result of this request for proposal. The City reserves the right to re-bid this service if deemed necessary. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City, the public interest will be better served.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability.

Matthew Baumgarten  
City Manager  
Berkley, Michigan 48072



# CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR REQUEST FOR PROPOSAL

## **INTRODUCTION**

The City is accepting bids for the purchase of a new Compact Excavator from a qualified vendor. Sealed bids must be submitted electronically via BidNet/Michigan Inter-governmental Trade Network (MITN). Responses are due by 3 PM on May 17, 2018. To register, go to the BidNet website: [www.bidnetdirect.com](http://www.bidnetdirect.com).

Bid specifications may be downloaded from BidNet/MITN or the City's website at [www.berkleymich.org](http://www.berkleymich.org).

Each Bidder is responsible for fully acquainting themselves with the RFP specifications. For transparency purposes, no oral interpretations will be given to any Bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based upon such inquiry, the City of Berkley may choose to issue an Addendum.

Failure or omission of any Bidder to examine any form, instrument, or other document, shall in no way relieve them from any obligation with respect to their bid or to the contract, or entitle them to additional compensation.

Questions regarding this bid should be directed to Derrick Schueller, Director of Public Works, at [dschueller@berkleymich.net](mailto:dschueller@berkleymich.net). No phone call responses to questions will be provided.

## **SPECIFICATIONS**

Proposals will be considered from all vendors offering products substantially meeting the minimum specifications below. The City is prepared to review the submitted documentation and make an award in the best interest of the City, considering all components (e.g. price, features, safety, warranty, service experience/location and delivery timeframe).

<b>Bid specifications for 5 Metric Ton Compact Excavator</b>		
<b>Compliance</b>		
<b>Engine</b>		
yes____	no____	Engine must be certified to EPA Final Tier 4/EU Stage IV emissions
yes____	no____	The excavator engine power will be rated at no less than 45 hp
yes____	no____	Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs
yes____	no____	The fuel and hydraulic filters shall be vertically mounted to help prevent spills
yes____	no____	The operator will be able to choose an engine rpm for operating conditions, using a an electronic rotary dial system or equivalent
yes____	no____	When the control levers are in neutral, the engine speed shall automatically change to idle (after a delay) to save fuel and reduce emissions and noise
yes____	no____	The fuel filter will have a water separator
yes____	no____	The engine shall be equipped with glow plug start aids

<b>Cooling</b>		
yes____	no____	A coolant recovery tank will be standard with visible coolant level
yes____	no____	Unit shall have a fan-guard

<b>Power Train</b>		
yes____	no____	Two speed propel will be standard with auto-shifting when travel motors encounter heavier load-A switch will be provided to lock the machine into low speed propel
yes____	no____	In high speed, the machine shall reach 3.1 mph to improve job site maneuverability
yes____	no____	The swing speed shall be at least 9.0 rpm
yes____	no____	The swing brake shall be automatic, spring applied, hydraulically released and maintenance free
yes____	no____	The propel brake shall be automatic, spring applied, hydraulically released and maintenance free

<b>Hydraulic System</b>		
yes____	no____	The hydraulic system will be closed center load sensing with one variable displacement pump
yes____	no____	The pump flow rate shall be at least 36 gpm
yes____	no____	The primary auxiliary circuit flow shall be at least 22 gpm
yes____	no____	The secondary auxiliary circuit flow shall be at least 11 gpm
yes____	no____	The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel and auxiliary functions
yes____	no____	The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring
yes____	no____	For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray
yes____	no____	Hydraulic oil change will have a service interval of at least 2,000 hours
yes____	no____	A control pattern changer valve will be provided (excavator to backhoe control)
yes____	no____	Auxiliary hydraulics shall be variable flow with convenient flat face quick couplers

<b>Undercarriage</b>		
yes____	no____	The steel core will have curved ends to protect the rubber shoe edge from damage even when riding on curbs
yes____	no____	The width of the rubber track shall be at least 15 in
yes____	no____	Ground pressure with long arm, cab, rubber track and extra counterweight shall be no more than 4 psi
yes____	no____	Track tension will be maintained without special tools, using common tools like grease gun and wrench.

<b>Upper structure</b>		
yes____	no____	The upper structure will be capable of a 360 degree rotation
yes____	no____	The swing boom to the left shall be no less than 80 degrees
yes____	no____	The swing boom to the right shall be no less than 60 degrees
yes____	no____	With the operator station rotated 90 degrees to the tracks, the rear overhang over the side shall not exceed 4 in when the excavator is equipped with a standard arm and counterweight.
yes____	no____	The boom cylinder shall be protected with a guard to reduce the likelihood of cylinder damage
yes____	no____	The swing post will have a single pin to improve the stiffness in the boom and arm.

<b>Electrical</b>		
yes____	no____	Alternator shall be 12 volt 80 amp minimum
yes____	no____	Led beacon light ,wiring, and switch shall be factory installed
yes____	no____	Both front and rear led work lights

<b>Operator's Station</b>		
yes____	no____	The operator structure shall meet ROPS/TOPS/FOPS standards
yes____	no____	The operator station will be mounted on shock-absorbing rubber mounts to ensure comfortable operation
yes____	no____	Machine shall be equipped with ROPS/FOPS cab with heater and air conditioning. Cab will include AM/FM radio with speakers, antenna, wiring, and mounting
yes____	no____	When not in use, the foot pedals shall be foldable to provide additional foot room
yes____	no____	2 in (50 mm) Retractable seat belt shall be provided
yes____	no____	The monitor shall have gauges to display the coolant temperature and fuel level
yes____	no____	The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage
yes____	no____	An hour meter shall be on the monitor in the operator's station
yes____	no____	The monitor shall include two trip meters that can be set independently of each other for service or job related hours
yes____	no____	Adjustable arm rests will be standard
yes____	no____	A cup holder will be provided
yes____	no____	A storage compartment in the operator's station shall be provided for the operator's manual
yes____	no____	A 12 -volt auxiliary power port shall be standard
yes____	no____	The cloth suspension seat will be adjustable forward and back
yes____	no____	A horn will be standard
yes____	no____	A motion alarm with cancel switch will be standard

<b>Front Attachments</b>		
yes____	no____	Machine with long arm shall be equipped with additional counterweight of at least 450lbs which extends no more than 6 inches beyond tracks
yes____	no____	The long arm option will provide an additional 12 in (300 mm) dig depth and 11 in (300 mm) reach
yes____	no____	The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket
yes____	no____	The backfill blade will be as wide as the tracks
yes____	no____	The backfill blade digging depth shall be no less than 14 in (360 mm) drop below ground
yes____	no____	The backfill blade lift shall be no less than 18 in (460 mm) above ground
yes____	no____	The backfill blade height shall be at least 15 in (375 mm)
yes____	no____	Backfill blade shall be hydraulic angle type with bolt on cutting edge
yes____	no____	Hydraulic wedge style bucket coupler shall be provided

<b>General Specifications</b>		
yes____	no____	The operating weight with long arm, cab, and extra counterweight shall be approximately 11,000 lbs
yes____	no____	The digging depth with long arm shall be no less than 12 ft 6 in
yes____	no____	Digging reach with long arm shall be no less than 20 ft 6 in
yes____	no____	The maximum dumping height shall be no less than 14 ft
yes____	no____	The maximum transport length shall be 18 ft 6in and the transport width shall be no more than 6 ft 6 in
yes____	no____	The bucket breakout force shall be no less than 8,250 lbs
yes____	no____	Machine shall be equipped with factory Installed hydraulic clamp (thumb)
yes____	no____	Machine shall come with 12 in, 18 in, and 24 in heavy duty buckets-trenching buckets with teeth (3, 4, 4)
yes____	no____	Machine shall come with a 36 in ditch cleaning bucket with no teeth
yes____	no____	Machine shall come with frost tooth
yes____	no____	The arm breakout force with long arm shall be no less than 4,700 lbs
yes____	no____	The ground clearance under the excavator shall be at least 13 in (340 mm)
yes____	no____	The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out
yes____	no____	All service checks shall be easily accessible without using tools to open covers
yes____	no____	The floor can be tilted for easy, quick servicing without disconnecting hoses or draining fluid

<b>Additional Items to be Quoted Separately:</b>	
<p>Hydraulic breaker with mounting bracket to fit on compact excavator. Impact energy of (550 lb-ft), 380-900 blows per minute, required oil flow of 10.16-20.21 gpm, weight with tool of no less than 650 lbs, overall length of approx. 70 in., tool diameter of at least 2.75 in.</p>	
<p>Hydraulic compactor to fit on compact excavator. Unit shall have centrifugal force of at least 3500 lbs, weight of at least 375 lbs, baseplate size of approx. 18 in by 20 in, oil flow range of 12-25 gpm</p>	

The vendor shall submit, with the bid documents, a detailed listing of the machine specifications that meet the minimum requirements above. Note the vendor has the ability to quote up to two (2) different models listed as Option #1 and Option #2 in the Basis of Award.

Vendor shall also submit an itemized listing of other available options with individual unit prices provided.

### **DEMO UNIT/TESTING**

The City may request vendor(s) provide a loader that meets the minimum specifications for local testing and demonstration prior to award.

### **DELIVERY**

The awarded vendor shall deliver the machine (FOB) to 3238 Bacon Avenue, Berkley, Michigan. Delivery hours are Monday through Friday from 8 AM to 3 PM. Any delivery, fuel or freight charges shall be included in the submitted bid price.

### **WARRANTY**

A minimum 12 month, unlimited hours warranty shall be provided by the manufacturer. Warranty shall have no deductible and apply to parts, labor and transportation.

### **CONFORMITY TO SPECIFICATIONS**

Proposals must be made in full conformity to all conditions as set forth in the specifications.

### **RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS**

The City reserves the right to accept any proposal, to reject any and all proposals, and to waive any defect or irregularity in any proposal if it is deemed to be advantageous to the City to do so.

In particular, any alteration, erasure, or interlineation in the specifications which are made a part, specifically of the instructions or of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein.

No bid proposal will be accepted by the City of Berkley, with any product substitutions, unless a full explanation of those substitutions have been submitted to the City of Berkley, for the City's review and approval.

### **LEGAL CONDITIONS**

The Bidder agrees to abide by all Federal, State, County and Local laws and regulations.

### **PROPOSAL CONTENT REQUIREMENTS**

The following information and forms must be contained in the RFP response:



1. The Authorized Representative (or the primary contact person) must be clearly identified for business purposes. The name, title, mailing address, phone number and email address for this individual must be provided.
2. Signature of the employee or agent authorized to bind the company contractually.
3. A list of at least three (3) references including the name, address and phone number of the primary contact person.
4. A completed Non-collusive Affidavit (attached).
5. A completed Hold Harmless and Indemnity Form (attached).
6. A final, unit price bid using the Basis of Award forms (attached). The City may choose to award portions of the submitted bid based on limitations such as budget.
7. Disclose all existing and potential conflicts of interest you may have with the City, its elected officials, employees or other representatives using the attached Conflict of Interest Form.
8. A certification that the Bidder is not an Iran linked business as defined in the Iran Economic Sanctions Act, 2012 PA 517.

## **EXTRAS**

Except as otherwise herein provided, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the City and the price stated in such order.

## **COMPLIANCE WITH REGULATIONS**

The Bidder 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.

## **NON-DISCRIMINATION**

The Bidder 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 Bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Bidder covers a program set forth in Appendix B of the Regulations.

## **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT**

In all solicitations either by competitive bidding or negotiation made by the Bidder 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 Bidder of his or hers obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

## **INFORMATION AND REPORTS**

The Bidder 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 City of Berkley to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Bidder is in the exclusive possession of another who fails or refuses to furnish this information, the Bidder 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.

## **SANCTIONS FOR NON-COMPLIANCE**

In the event of the Bidders non-compliance with the non-discrimination provisions of this contract, the City of Berkley 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 under the contract until the Bidder complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

## **INCORPORATION OF PROVISIONS**

The Bidder shall include the provisions outlined above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Bidder shall take such action with respect to any subcontract or procurement as the City of Berkley may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Bidder may request the City of Berkley to enter into such litigation to protect the interests of the City, and, in addition, the Bidder 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.



# CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR BASIS OF AWARD

## CONTACT INFORMATION AND QUALIFICATIONS

Company Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Representative's Name: \_\_\_\_\_  
Representative's Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Type of Organization:          Individual          Partnership          Corporation          Other

Date Organization Established: \_\_\_\_\_

Number of Years' Experience Selling and Servicing Make: \_\_\_\_\_

Current Full Time Employees: \_\_\_\_\_ Current Part Time Employees: \_\_\_\_\_

Briefly Describe your Customer Service Philosophy: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Exceptions, Substitutions, Deviations, etc. from these Specifications must be stated below: \_

\_\_\_\_\_  
\_\_\_\_\_  
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## CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR BASIS OF AWARD

**OPTION #1 for One (1) New 2018 Mini/Compact Excavator**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Hours: \_\_\_\_\_

Engine & Tier: \_\_\_\_\_

Total Base Price: \$ \_\_\_\_\_

Detailed Specifications Attached: YES NO

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**OPTION #2 for One (1) New 2018 Mini/Compact Excavator**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Hours: \_\_\_\_\_

Engine & Tier: \_\_\_\_\_

Total Base Price: \$ \_\_\_\_\_

Detailed Specifications Attached: YES NO

Purchasing Program/Government Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Itemized Listing of Options with Unit Prices Has Also Been Attached: YES NO

Delivery Time Commitment After Written Authorization: \_\_\_\_\_

Name & Address of Local Authorized Service Facility: \_\_\_\_\_

Duration of Parts & Labor Warranty (Unlimited Hours): \_\_\_\_\_



# CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR BASIS OF AWARD

## REFERENCES

Please provide current contact information for three (3) local references. Failure to provide qualified references may be grounds for disqualification of the bid.

NAME:	_____
ADDRESS:	_____
TELEPHONE:	_____
CONTACT PERSON:	_____
AWARD DATE:	_____
DESCRIPTION:	_____

NAME:	_____
ADDRESS:	_____
TELEPHONE:	_____
CONTACT PERSON:	_____
AWARD DATE:	_____
DESCRIPTION:	_____

NAME:	_____
ADDRESS:	_____
TELEPHONE:	_____
CONTACT PERSON:	_____
AWARD DATE:	_____
DESCRIPTION:	_____



# CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR NONCOLLUSIVE AFFIDAVIT

THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

State Of Michigan  
County of Oakland

\_\_\_\_\_, Being Duly Sworn

Deposes and says that:

1. The bid has been arrived at by the Vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other Vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the Vendor.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
a notary public in and for said County.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Phone Number

*City of Berkley employees cannot notarize this document.*



## CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR CONFLICT OF INTEREST DISCLOSURE FORM

<b>Name:</b>	<b>Title:</b>
<b>Company:</b>	<b>Address:</b>

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

\_\_\_\_\_ I have the following conflict of interest to report.

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\_\_\_\_\_ I have the following potential conflict of interest to report.

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\_\_\_\_\_ I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR HOLD HARMLESS AND INDEMNITY FORM

**PURPOSE:**

To the fullest extent permitted by law, the Vendor expressly agrees to indemnify and hold harmless the City of Berkley (City), Its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Vendor or anyone acting on its behalf in connection with or incident to this agreement.

The Vendor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Vendor shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Vendor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

**PLEASE PRINT:**

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_





## CITY OF BERKLEY, MICHIGAN COMPACT EXCAVATOR IRAN BUSINESS RELATIONSHIP AFFIDAVIT

All bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and submitted with the other required documents included in the request for proposal:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date