

GRAVEL TRAIN LEAD DUMP & PUP DUMP TRAILERS- MITN#07060 & 07061
PROPOSAL FORM
Thursday, February 15, 2018 - 1 PM

To: Grand Traverse County Road Commissioners
1881 LaFranier Road
Traverse City, MI 49696

The undersigned hereby certifies that they have examined the Specifications and are fully informed as to the nature of the equipment, material and labor to be furnished.

The undersigned agrees that, if awarded this proposal for services, they will deliver the proposed equipment, material and labor as required, from March 1, 2018 to February 28, 2019 at the bid prices. This bid, by mutual agreement of each party, may be extended for an additional one (1) year period. Contractor/supplier agrees to the GTCRC terms/conditions and insurance requirements as attached. A current Certificate of Insurance that meets the minimum coverage requirements of the Road Commission shall be furnished to the Road Commission prior to commencing work.

Bidder understands and agrees that all necessary permits, licenses and insurances must be obtained and that all applicable federal, state and local codes, laws and regulations must be complied with.

GTCRC reserves the right to accept or reject any or all bids, waive irregularities, increase or reduce quantities and delete bid items in the Proposal form, and to accept the bids either on an entire or individual basis that is in the best interest of the GTCRC. The GTCRC accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

The Undersigned further states that they have not directly or indirectly entered into any combination collusion, undertaking or agreement with any other bidder or bidders to maintain the price or bid on this work, or to prevent any bidder or bidders to refrain from bidding, and that this proposal is without reference or regard to any other proposal or proposals, and without agreement, understanding or combination with any other bidder or prospective bidder or agent thereof in any way or manner whatsoever.

Having carefully examined the specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder agrees to accept a purchase order with the Terms and Conditions as attached hereto and made a part hereof from the Road Commission if selected as the successful bidder.

Bidder certifies that as of the date of this bid, the company or he/she is not in arrears to the Road Commission for debt or contract. Bidder understands that the Road Commission reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the interest of the Road Commission. The bid will be evaluated and awarded on the basis of the best value to the Road Commission. Criteria used will include, but not be limited to price, quality, and overall capability meeting the needs of the Road Commission.

The above signed hereby proposes to furnish all equipment, material and labor to meet the specifications and requirements of the Grand Traverse County Road Commission in accordance with state and federal safety standards, provide liability, automotive and workers' compensation insurance coverage.

Having read and clearly understanding the instructions and specifications for Gravel Train Lead & Pup Trailers quantity estimated and being thoroughly familiar with the work to be performed, we hereby submit the following bid for Gravel Train Lead & Pup Trailers to the Grand Traverse County Road Commission.

Company Name:	Submitted By:
_____	Signature _____
Address:	Name (Typed/Printed) _____
City, State, Zip	Title (Typed/Printed) _____
Telephone (_____) _____	Proposal Date _____
FAX # (_____) _____	Email: _____
<u>Proposal Acceptance</u>	
Items No. _____ are hereby accepted by the Grand Traverse County Road Commission.	
Date _____	By _____
<u>Proposal Extension</u>	
Item(s) No. _____ are hereby offered for a one year extension of the proposal and agreement.	
Date _____	By _____
Signature _____ Title _____	
The Grand Traverse County Road Commission hereby accepts the offer to extend this proposal and agreement for an additional one year period of time.	
Date _____	By _____
Signature _____ Title _____	

The above signed hereby proposes to furnish within 30 days of receipt of order all materials to meet the current MDOT and Grand Traverse County Road Commission Specifications, f.o.b. Grand Traverse County, as specified to-wit:

No.	Item	Deliver to	Unit	Price
1.	One (1) Gravel Train Lead per specifications	Traverse City MI	1	
2.	One (1) Gravel Train Pup per specifications	Traverse City MI	1	
TOTAL FOR BOTH UNITS				

State the Warranties and Guarantees to be furnished by the supplier and/or manufacturer: _____

State Terms of Sale and Discounts: _____

TERMS AND CONDITIONS

THE SUPPLIER (hereinafter the “Supplier” or the “supplier”), BY RENDERING SERVICE TO THE GRAND TRAVERSE COUNTY ROAD COMMISSION (GTCRC) HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:

1. **Non-Discrimination.** The Supplier agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Service Order.
2. **Assignment.** There shall be no assignment or transfer of this Service Order or any part thereof unless mutually agreed to in writing by both parties.
3. **Venue.** Any and all suits for any and every breach of this Service Order shall be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of MI.
4. **Dispute Resolution.** Prior to either party instituting any suit, any claim or dispute under the Service Order shall be submitted to non-binding mediation. The Supplier shall include a similar mediation agreement with all subcontractors and sub consultants under direct contract with the Supplier.
5. **Independent Contractor.** The relationship of the Supplier to the GTCRC is that of an Independent Contractor. The Supplier and the personnel employed by the Supplier shall not be deemed to be agents or employees of the GTCRC, shall not hold themselves out as employees of the GTCRC and shall not be entitled to any fringe benefits the GTCRC affords its employees.
6. **Required Insurance.** The Supplier shall provide an insurance certificate evidencing the following selected insurance prior to performing services under this Service Order:

		Yes	No
General Liability - Comprehensive	\$ 2,000,000 per occurrence	<hr/>	<hr/>
Professional Liability -	\$ 2,000,000 per occurrence	<hr/>	<hr/>
Premises and Operations		<hr/>	<hr/>
Independent Contractors		<hr/>	<hr/>
Completed Operations Hazard		<hr/>	<hr/>
Contractual Liability		<hr/>	<hr/>
Explosion, Collapse or Underground Damage		<hr/>	<hr/>
Owner's Protective		<hr/>	<hr/>
Environmental Pollution Liability	\$1,000, 000 per occurrence	<hr/>	<hr/>
Automobile Liability	\$500,000 combined single limits	<hr/>	<hr/>
Owned, Non-owned &	\$250,000 each person	<hr/>	<hr/>
Hired	\$100,000 property damage each occurrence	<hr/>	<hr/>
Broadened auto pollution liability coverage, form CA 9948		<hr/>	<hr/>
Excess Liability	\$1,000,000	<hr/>	<hr/>
Umbrella Form		<hr/>	<hr/>
Employer's Liability	\$500,000	<hr/>	<hr/>

Additionally, Supplier shall provide the GTCRC with an endorsement to its insurance policies stating that the GTCRC is named as additional insured with the following language appearing either on the certificate or an attachment: *Grand Traverse County Road Commission, its commissioners, officers, employees and agents are named as additional insureds.* A minimum of 10 days advance written notice will be provided in the event of cancellation.

7. **Workers Compensation.** The parties agree to maintain at all times while work is being performed under this Service Order, suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Service Order, provide a certificate of insurance or copy of state approval for self-insurance to the GTCRC Manager.
8. **Interpretation.** This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.

9. Indemnification. To the fullest extent permitted by law, the Supplier shall defend, indemnify and hold the GTCRC, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and defense costs, arising out of or connected in any way with the performance of this Service Order which is caused in whole or in part by the Supplier's negligent, careless or intentional acts or omissions, or that of any agent, employee, or subcontractor of the Supplier, excluding only those damages, liabilities or costs attributable to the sole negligence of the GTCRC. The Supplier expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Service Order and is not intended to waive the defense of governmental immunity that may be asserted by the GTCRC in an action against it.

10. Time. Time is of the essence in rendering the services described in this Service Order.

11. Pollution Indemnification. The Supplier's obligation to defend, indemnify and save harmless the GTCRC shall include any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from any pollution liability, damage, or loss resulting or arising out of or in connection with the Supplier's performance of any work relating to this contract based upon any act, omission, or negligence of the Supplier or its employees, agents, servants, subcontractors or any other person or persons, including but not limited to the GTCRC, its agents, officers or employees. The obligations to defend, indemnify and hold harmless contained herein shall exclude only those matters in which the claim arises out of allegation of the sole negligence of the GTCRC, its officers, agents or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the GTCRC in an action against it. **CHECK HERE IF APPLICABLE:**

12. Third Party Beneficiaries. This Service Order confers no rights or remedies on any third party, other than the parties to this Service Order and their respective successors and permitted assigns.

13. Freedom of Information Act. The Supplier acknowledges that the GTCRC may be required from time to time to release records in its possession by law. The Supplier hereby gives permission to the GTCRC to release any records or materials received by the GTCRC as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*

14. Standard of Conduct. The Supplier shall render all services under this Service Order according to generally accepted professional practices.

15. Termination.

A. For Fault. If the GTCRC Manager determines that the Supplier has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Service Order, the GTCRC Manager may terminate or suspend this Service Order in whole or in part upon written notice to the Supplier specifying the default and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Supplier shall correct the violations referred to in the notice. If the Supplier does not correct the violations during the period provided for in the notice, this Service Order shall be terminated upon expiration of such time. Upon termination, any payment due the Supplier at time of termination may be adjusted to cover any additional costs occasioned the GTCRC by reason of the termination. This provision for termination shall not limit or modify any other right to the GTCRC to proceed against the Supplier at law or under the terms of this Service Order.

B. Not for Fault. Whenever the GTCRC Manager determines that termination of this Service Order in whole or in part is in the best interest of the GTCRC, in the event that termination is required by any state or federal agency, or in the event that necessary funds to continue with the specified equipment and services are not allocated by the GTCRC Board, the GTCRC Manager may terminate this Service Order by written notice to the Supplier specifying the services terminated and the effective date of such termination. Upon termination, the Supplier shall be entitled to and the GTCRC shall pay the costs actually incurred in compliance with this Service Order until the date of such termination.

16. Ownership of Documents. All documents produced by Supplier under this Service Order shall remain the property of GTCRC and may not be used by Supplier for any other endeavor without the written consent of GTCRC. Any reuse of documents without the written consent of GTCRC shall be at Supplier's sole risk, without liability or legal exposure to GTCRC, its officers, directors, employees, agents, or volunteers.

17. **Billing/Payments**. Invoices for Supplier's services shall be submitted, at GTCRC's option, either upon completion of such services or on a monthly basis whichever is shorter. Invoices shall be payable within 30 days after the invoice date. Retainer/deposits fee shall be credited on the final invoice.

18. **Specification and Bid Requirement Deviations by the Bidder**: Any deviation from this specification/and bid requirement MUST be noted in detail, and submitted in writing on or with the RFQ. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specification will hold the Supplier strictly accountable to the specifications/and bid requirement. Failure to submit this document of specification/and bid requirement deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, Proposals, or Quotes the Supplier's name should be clearly shown on each document. The Road Commission retains the right to determine the equivalency of any product or service.

19. **MIOSHA Regulations**: All equipment, machinery, tools and vehicles must meet all MIOSHA standards to be considered

20. **Delivery and Receipt of Goods**: Accessibility for delivery purposes shall be between the hours of 7:30 a.m. and 2:30 p.m. Monday through Friday, with exception of GTCRC's observed holidays. All deliveries shall be received and acceptance is "subject to inspection". All goods must be tailgate delivered.

21. **F.O.B. Destination Freight Prepaid**: Goods provided to the GTCRC under this Agreement shall be FOB Destination. Title passes to the GTCRC when goods are delivered to a GTCRC location. The supplier shall pay all freight charges, owns the goods during transit and files claims, if any.

22. **Delivery A.R.O.**: The supplier shall indicate how many days after receipt of order (ARO) before delivery to GTCRC.

23. **Performance**: The supplier agrees to deliver all items meeting specifications, brand, and part number in good condition, on the dates established. For blanket orders, failure to comply with the above performance standards for blanket orders in excess of 5% may result in the cancellation of the order.

24. **Compliance with Applicable Laws and Regulations**: The supplier specifically agrees to comply with any and all applicable State, Federal, and Local statutes, ordinances, and regulations, and with GTCRC regulations during performance of the services and will require compliance of all subcontractors. Additionally, the supplier shall comply with the following: In accordance with Michigan 1976 PA 453, the supplier hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The supplier further agrees that it will require all subcontractors for this project comply with this provision.

Lead Frame Dump Trailer Specifications

Minimum Specifications		Bidder Specifications (Indicate Yes)	
(Body Specifications)		(State alternate equipment bid)	
a	Length:	24' - 6"	a
b	Width	96" Inboard	b
c	Side Height	66" (64" + Angle)	c
d	Top Rail	4 - 1/2" Dump	d
e	Side Matl-front	12' - 6" - .100 Wall	e
f	'-middle	8'----.140 Wall	f
g	'-rear	4'----.180 Wall	g
h	Side Options	Shedder angle on top	h
i	Floor Mat'l	1/4"	i
j	Crsnbr Spacing	12" Apart, Quiet Ride Pads	j
k	Floor Options	Stub Longitudinals	k
l	Tailgate Control	Air/Fram + Air CC	l
m	Body Pkg	None	m
n	Options	None	n
o	Vibrator	None	o
p	Mudflaps	STD/Angled to Rear + across rear chassis	p
q	Tarp	None	q
r	Bow Holders	None	r
s	Tarp Bows	None	s
t	Tarp Basket	None	t
u	Tarp Hooks	None	u
v	Bulhead Mat'l	1/4"	v
w	Bulkhead	Mandorr D/S	w
x	Options	Door Access Step (1)	x
y	Body Fenders	Square Off	y
z	Ladders (Out)	1st Panel D/S &* Bulkhd D/s Last Panel D/S	z
aa	Inside	One Bulkhead D/S	aa
bb	Shovel Hgr	Bulkhead D/S	bb
cc	Light Panel	LED - Full - Notched	cc
dd	Marker Lights	OOO ooo OOO (2)	dd
ee	MMTS	In box below rail	ee
ff	Apron	None	ff
gg	Body		gg
hh	Accessories	Oval LED Green Flasher Rear Posts (3)	hh
ii		See note (6)	ii
jj		Tailgate	jj
kk	Height	Full - Genesis	kk
ll	Mat'l Thickness	.140 Wall	ll
mm	Slope	12"	mm
nn	Hinges	Overslung	nn
oo	Side Swing	None	oo
pp	Gateseal	Rubber	pp
qq	Safety Latch	One Each Side	qq
rr	Coal/Grain Door	None	rr

ss	Coal Chute	None	ss	
tt	Gate Options	40" Spreader Chains	tt	
1. Install single step under mandoor on bulkhead outside.				
2. All 4" LED tail lights to have integrated LED back up lights wired to 2nd 7 way-post determined by customer.				
3. Install LED oval green flahser in both rear posts 3' from bottom facing rearward & wire to black on 2nd 7 way.				
4. Brakes to install "Haldex" and slacks to be "Gunite" #AS1141				
5. Drums to install Quickservice 66864F-20				
6. Remote grease for tailgate latch bar, top and bottom hoise, hinge shoes, rear pin bushing-all mounted D/S.				
7. Electric CC wired to 2nd 7 way - post determined by customer.				

Lead Frame Dump Trailer Specifications

Minimum Specifications

(Chassis Specifications)

a	Model	Tri-Axle
b	Beam Mat'l	17" Aluminum
c	Length	24'
d	Widty	96"
e	Hoist	85-190 (6)
f	Chassis Neck	STD for a Tan Tractor
g	King Pin Setting	16"
h	5th Whl Plate	1/2" + 3" x 7"
i	5th Whl Ht	49"
j	Overhang	6"
k	Rear Axle Setting	19 1/2 "
l	K/P to Rear Axles	252-1/2"
mm	Suspension	Reyco 21B Tri-axles
n	Susp Control	None
o	Susp Spacing	44" - 44"
p	Susp Options	none
q	Springs	Single Leaf
r	Axles	TP Spindles
s	Accessories	Cam Protectors
t	Brakes	See Note (4)
u	Drums	See note (5)
v	Hubs	10 Stud Steel
w	Wheels	8.25x22.5 Clean Buff Alum
x	Tires	11R22.5 R268 Duals
y	ABS	4S/2M
z	Independ. Susp	None
aa	Tire Carrier	None
bb	Landing Gear	2 Speed Jost A450
cc	Chassis Lights	D/S Crank
dd	Elec Coupler	None
		7 way + 7 way w/ couplers frt &
ee	Hyd Tank	rear
ff	Hyd Hose Fitting	None
gg	Hyd Hose Length	Series H-8
hh	Tow Hooks	None
ii	Paint	2 At Rear

Bidder Specifications (Indicate Yes)

(State alternate equipment bid)

a	
b	
c	
d	
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v	
w	
x	
y	
z	
aa	
bb	
cc	
dd	
ee	
ff	
gg	
hh	
ii	

jj	Chassis Options	Red, double hing shoe (6)	jj	_____
kk	Pintle Hook	T990 w/Rings	kk	_____
ll	Diversion Valve	Air Shift w/Line to Rear w/Elec CC (7)	ll	_____
mm	Electric to Rear	7 way + 7 way w/ couplers frt & rear Service & Emergency Line for Dolly Lock CC Line for Pup Gate	mm	_____
nn	Air to Rear	CC	nn	_____

Pup Frame Dump Trailer Specifications

Minimum Specifications		Bidder Specifications (Indicate Yes)	
(Body Specifications)		(State alternate equipment bid)	
a	Length:	19'	a
b	Width	96" Inboard	b
c	Side Height	66" (64" + Angle)	c
d	Top Rail	4 - 1/2" Dump	d
e	Side Matl-front	7'-----100 Wall	e
f	'-middle	8'-----140 Wall	f
g	'-rear	4'-----180 Wall	g
h	Side Options	Shedder angle on top	h
i	Floor Mat'l	1/4"	i
j	Crsnbr Spacing	12" Apart, Quiet Ride Pads	j
k	Floor Options	Stub Longitudinals	k
l	Tailgate Control	Air/Fram + Air CC	l
m	Body Pkg	None	m
n	Options		n
o	Vibrator	None	o
p	Mudflaps	STD/Angled to Rear + across rear chassis	p
q	Tarp	None	q
r	Bow Holders	None	r
s	Tarp Bows	None	s
t	Tarp Basket	None	t
u	Tarp Hooks	None	u
v	Bulhead Mat'l	1/4"	v
w	Bulkhead	Mandoor D/S	w
x	Options	Door Access Step (1)	x
y	Body Fenders	Square Off	y
z	Ladders (Out)	1st Panel D/S & Bulkhd D/S Last Panel D/S	z
aa	Inside	One Bulkhead D/S	aa
bb	Shovel Hgr	None	bb
cc	Light Panel	LED - Full - (2)	cc
dd	Marker Lights	OOO ooo OOO	dd
ee	MMTS	In box below rail	ee
ff	Apron	None	ff
gg	Body		gg
hh	Accessories	Oval LED Green Flasher Rear Posts (3)	hh
ii		See note (6)	ii
jj		Tailgate	jj
kk	Height	Full - Genesis	kk
ll	Mat'l Thickness	.140 Wall	ll
mm	Slope	2-3/4"	mm
nn	Hinges	Overslung	nn
oo	Side Swing	None	oo
pp	Gateseal	Rubber	pp
qq	Safety Latch	One Each Side	qq
rr	Coal/Grain Door	None	rr

ss	Coal Chute	None	ss
tt	Gate Options	40" Spreader Chains	tt

1. Install single step under mandoor on bulkhead outside.
2. All 4" LED tail lights to have integrated LED back up lights wired to 2nd 7 way-post determined by customer.
3. Install LED oval green flahser in both rear posts 3' from bottom facing rearward & wire to black on 2nd 7 way.
4. Brakes to install and slacks to be "Gunite" #AS1141
5. Drums to install Quickservice 66864F-20
6. Remote grease for tailgate latch bar, top and bottom hoise, hinge shoes, rear pin bushing-all mounted D/S.
7. Electric CC wired to 2nd 7 way - post determined by customer.

Pup Frame Dump Trailer Specifications

Minimum Specifications

(Chassis Specifications)

a	Model	Tri-Axle + Tan Dolly
b	Beam Mat'l	17" Aluminum
c	Length	18' - 6"
d	Widty	96"
e	Hoist	84-161 (6)
f	Chassis Neck	Tandem Circle (6)
g	King Pin Setting	---
h	5th Whl Plate	---
i	5th Whl Ht	---
j	Overhang	6"
k	Rear Axle Setting	19 1/2 "
l	K/P to Rear Axles	---
mm	Suspension	Reyco 21B Tri-axles
n	Susp Control	None
o	Susp Spacing	44" - 44"
p	Susp Options	None
q	Springs	Single Leaf
r	Axles	TP Spindles
s	Accessories	Cam Protectors
t	Brakes	See Note (4)
u	Drums	See note (5)
v	Hubs	10 Stud Steel
w	Wheels	8.25x22.5 Clean Buff Alum
x	Tires	11R22.5 R268 Ecopia
y	ABS	4S/2M - 2S/1M On Dolly
z	Independ. Susp	None
aa	Tire Carrier	None
bb	Landing Gear	None
cc	Chassis Lights	None
dd	Elec Coupler	7 way + 7 way
ee	Hyd Tank	None
ff	Hyd Hose Fitting	Series H-8
gg	Hyd Hose Length	For 48" Draw Bar
hh	Tow Hooks	None
ii	Paint	Red, double hing shoe (6)
	Dolly Type/Susp	Reyco 21B Tan Dolly (6)

Bidder Specifications (Indicate Yes)

(State alternate equipment bid)

a	_____
b	_____
c	_____
d	_____
e	_____
f	_____
g	_____
h	_____
i	_____
j	_____
k	_____
l	_____
m	_____
n	_____
o	_____
p	_____
q	_____
r	_____
s	_____
t	_____
u	_____
v	_____
w	_____
x	_____
y	_____
z	_____
aa	_____
bb	_____
cc	_____
dd	_____
ee	_____
ff	_____
gg	_____
hh	_____
ii	_____

Susp spacing	44" - Tandem	
Springs	Single Leaf	
Drawbar Length	48" (3)	
jj	Drawbar Support	jj
kk	Hubs/Drums	kk
ll	Wheels	ll
mm	Tires	mm
nn	Single cylinder/Frame switch +	nn
Dolly Lock	Air CC	
Push Bumper	HD w/2 Hooks	