



Barry Conservation District
 1611 South Hanover, Suite 105, Hastings, MI 49058
 (269) 908-4135 www.barrycd.org

Promoting responsible natural resource and land-use management for present and future generations

REQUEST FOR BIDS

Barry County Wildlife Habitat Enhancement Project
 Native Grass Mixes

RECEIPT OF BIDS Barry Conservation District (henceforth BCD) is requesting bids for a contract to supply native grass seeds for a Wildlife Habitat Grant project. Bids are due by **Friday, March 30th, 2018 at 4:00pm**. Bids should be submitted to Executive Director Sarah Nelson via email at sarah.nelson@macd.org.

SUBMITTAL REQUIREMENTS Each bid proposal shall be submitted on the provided Bid Form. Additional information as requested may be typed and submitted on additional 8.5"x11" sheets as needed. Both contracts and financial disclosure must be signed by the Contractor and submitted with the Bid Form. No bid may be withdrawn for a period of ninety (90) calendar days after the scheduled time for the receipt of the bids.

BID INFORMATION These bid documents will be on file and available from 8:00am- 3:00 pm Monday through Friday starting on **March 19th, 2018** at the Barry Conservation District office. Persons desiring paper or electronic copies of the bid documents should contact Sarah Nelson at (269) 908-4135 or sarah.nelson@macd.org.

BID DOCUMENTS ENCLOSED Request for bids
 Instructions to Bidders
 Bid Form
 Standard Contract and Appendix A
 Financial Disclosure Appendix B

WORK LOCATIONS This contract is to provide native grass seed mixes for two parcels at the Michigan Audubon Otis Sanctuary in Rutland Charter Township.

SEED MIX SPECIFICATIONS This bid consists of two seed mixes. Seed mixes must be available for delivery to Barry Conservation District within ten days of the contract award. If there is a species that is in the mix that is not available to the contractor, the contractor may make a reasonable substitution in the bid documents. The substitution should be clearly marked (strike through the species you cannot provide and write the substitute species next to it) on the bid form and explained on a separate sheet.

Mix 1- 7.3 acres, 100% grasses by weight, 19.87 seeds/ft²

Species	Common Name	Total PLS Oz
<i>Bouteloua curtipendula</i>	Side-Oats Grama	109.52
<i>Bromus kalmii</i>	Prairie Brome	21.72
<i>Carex brevior</i>	Plains Oval Sedge	14.59
<i>Carex molesta</i>	Field Oval Sedge	14.59
<i>Elymus canadensis</i>	Canada Wild Rye	182.51
<i>Koeleria pyramidata</i>	June Grass	21.90
<i>Schizachyrium scoparium</i>	Little Bluestem	109.50
<i>Sorghastrum nutans</i>	Indian Grass	109.44
Total PLS oz:		583.77

Mix 2- 4.8 acres, 100% grasses by weight, 20 seeds/ft²



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Species	Common Name	Total PLS Oz
<i>Bouteloua curtipendula</i>	Side-Oats Grama	66.91
<i>Elymus virginicus</i>	Virginia Wild Rye	191.17
<i>Elymus canadensis</i>	Canada Wild Rye	49.10
<i>Koeleria pyramidata</i>	June Grass	8.36
<i>Panicum virgatum</i>	Switch Grass	22.12
<i>Schizachyrium scoparium</i>	Little Bluestem	47.52
<i>Sorghastrum nutans</i>	Indian Grass	49.11
<i>bromus kalmii</i>	Prairie Brome	52.27
		Total PLS oz: 486.56

INSTRUCTIONS TO BIDDER

Barry County Wildlife Habitat Enhancement Project
 Native Grass Mixes

Representative- The designated representative of the Barry Conservation District (henceforth “BCD”) is Sarah L. Nelson, Executive Director, 1611 S. Hanover, Suite 105, Hastings, Michigan 49058, Telephone (269) 908-4135.

Bidding Documents- Bidding Documents may be obtained from BCD and must be used in preparing bids. BCD does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Qualification of Bidders- It is the intention of BCD to award the contract to a Bidder who will provide very satisfactory seed mixes. After opening of the bids, if requested by BCD, a Bidder must give information regarding its experience with native seed mixes, a statement of financial status, and business references.

Examination of Bidding Documents- It is the responsibility of the Bidder to examine and carefully study the Bidding Documents; become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost or performance of the Standard Contract; agree at the time of submitting its bid that no further information is necessary for the determination of its bid; and promptly give BCD written notice of all conflicts, errors, ambiguities or discrepancies in the Bidding Documents, and to confirm that the written resolution thereof by BCD 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.

Interpretations- All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to BCD. In addition, addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by BCD.

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.

Preparation of Bid- All blanks on the Bid Form shall be completed, and the Bid Form shall be signed by the Bidder. 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. A bid by an individual shall be signed by the individual and shall show the Bidder’s name and address. 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.

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.

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.

Opening of Bids. Bids will be read aloud at the time and place indicated in the Request for Bids.

BCD, 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, 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



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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.

Awarding of Contract. BCD 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 non-responsible; (c) reject the bid of any Bidder that it believes would not be in the best interest of BCD; (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, BCD will award the contract to the Bidder whose bid is in the best interest of BCD, as determined in its sole discretion.

Signing of Agreement. Unsigned counterparts of the Standard Contract are included in the bid documents. Due to the expediency of this contract, each Bidder shall sign and deliver the signed Standard Contract with their bid. Upon announcement of the bid award, BCD will deliver one fully signed counterpart of the Standard Contract to the successful Bidder.



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BID FORM (1 of 2 PAGES)

Barry County Wildlife Habitat Enhancement Project
 Native Grass Mixes

This Bid is submitted to: **Barry Conservation District**
 1611 S. Hanover, Suite 105
 Hastings, Michigan 49058

Please complete the following.
 Bidder will provide seed mixes in accordance with the Bidding Documents for the following price:

ITEMS FOR BID

Mix 1- 7.3 acres, 100% grasses by weight, 19.87 seeds/ft ²				
Species	Common Name	Price per PLS oz	Total PLS Oz	Price for species
<i>Bouteloua curtipendula</i>	Side-Oats Grama		109.52	
<i>Bromus kalmii</i>	Prairie Brome		21.72	
<i>Carex brevior</i>	Plains Oval Sedge		14.59	
<i>Carex molesta</i>	Field Oval Sedge		14.59	
<i>Elymus canadensis</i>	Canada Wild Rye		182.51	
<i>Koeleria pyramidata</i>	June Grass		21.90	
<i>Schizachyrium scoparium</i>	Little Bluestem		109.50	
<i>Sorghastrum nutans</i>	Indian Grass		109.44	
			Total Cost Mix 1:	

Mix 2- 4.8 acres, 100% grasses by weight, 20 seeds/ft ²				
Species	Common Name	Price per PLS oz	Total PLS Oz	Price for species
<i>Bouteloua curtipendula</i>	Side-Oats Grama		66.91	
<i>Elymus virginicus</i>	Virginia Wild Rye		191.17	
<i>Elymus canadensis</i>	Canada Wild Rye		49.10	
<i>Koeleria pyramidata</i>	June Grass		8.36	
<i>Panicum virgatum</i>	Switch Grass		22.12	
<i>Schizachyrium scoparium</i>	Little Bluestem		47.52	
<i>Sorghastrum nutans</i>	Indian Grass		49.11	
<i>bromus kalmii</i>	Prairie Brome		52.27	
			Total Cost Mix 1:	

Total Bid Amount: _____
 (Must equal sum of the costs of both mixes)



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BID FORM (2 of 2 PAGES)

Barry County Wildlife Habitat Enhancement Project
Native Grass Mixes

All prices/rates quoted in bidder's response to this work statement will be firm for the duration of the Contract. No price changes will be permitted. This contract will be awarded to a single supplier, but the bid should include a line item for each species in the case that one or more species need to be removed or modified.

Barry Conservation District 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 Conservation District will award the contract to the Bidder whose bid is in the best interest of the Barry Conservation District, as determined in its sole discretion.

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 Contract.*
- 2. If this Bid is accepted, Bidder will enter into the Standard Contract with Barry Conservation District in the form (and containing the terms) included in the Bidding Documents and to supply all of the work and services 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 Conservation District.*
- 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 Conservation District.*

This bid form is signed on _____, 2018, by:

Entity Name: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____



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**STANDARD CONTRACT BETWEEN
BARRY CONSERVATION DISTRICT AND CONTRACTOR**
Barry County Wildlife Habitat Enhancement Project
Native Grass Seed Mixes

This agreement is entered into between the Barry Conservation District (“Conservation District”) and the undersigned contractor (“Contractor”).

The Conservation District and the Contractor agree as follows:

1. **Services-** The Contractor shall fully perform and supply the services 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, Contractor shall (a) provide to the better quality or greater quantity of materials and services, and (b) comply with the more stringent requirement. All purchase orders, confirmations, and invoices for the materials shall be subject to the terms and conditions of this agreement.
2. **Term-** The term of this agreement shall be for March 30, 2018 through April 10, 2018, unless mutually extended or shortened in writing by the parties.
3. **Work Completion; Time-** If seeds are not delivered by the time agreed upon or if the product delivered is non-conforming, the Conservation District reserves the right to terminate this agreement or to purchase elsewhere, and to hold Contractor accountable therefore.
4. **Prices; Payment-** During the term of this agreement, Contractor’s price shall not be higher than the price bid in the Bidding Documents, unless otherwise agreed to in writing by the Conservation District. The price includes all taxes and any other charges. Payment for services will be due sixty (60) days from the Contractor’s invoice date. Payments not made within the sixty (60) day period shall accrue interest at the rate of six percent (6%) per annum, calculated monthly.
5. **Indemnification-** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Conservation District (or “Owner” or other designation used in the remainder of the Contract) and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees, arising out of or resulting from the performance of this Contract (or “Agreement” or other designation used in the remainder of the Contract) including claims, damages, losses, and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extents caused by fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein.”
6. Contractor must comply with Appendix A attached hereto.
7. **Termination; Cancellation-** Upon the happening of any one or more of the following events, the Conservation District may cancel or terminate this agreement without cost or liability: (a) Contractor’s insolvency or inability to meet obligations as they become due; (b) filing of voluntary or involuntary petition of bankruptcy by or against Contractor; (c) appointment of a receiver for Contractor by any court of competent jurisdiction. The acceptance of goods after the occurrence of any of the events above shall not affect the right of the Conservation District to cancel its additional obligations. Furthermore, the Conservation District 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 Contractor for loss or anticipatory profits.

This agreement is entered into between the Contractor and the Conservation District effective March 30, 2018.

Contractor: _____

Barry Conservation District

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



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STANDARD CONTRACT BETWEEN BARRY CONSERVATION DISTRICT AND CONTRACTOR

Barry County Wildlife Habitat Enhancement Project

Native Seed Mixes

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, 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 Contractor 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. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Barry Conservation District shall impose such contract sanctions as it or the Michigan Department of Natural Resources 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.
5. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (4) 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 Conservation District 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 Contractor as a result of such direction, the contractor may request the Barry Conservation District to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the Michigan Department Of Natural Resources 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.
6. **Environmental Considerations:** The Contractor agrees to obtain, abide by, and any necessary local, state, and federal permits and environmental regulations. The Contractor agrees to take steps to ensure the project materials provided do not contribute to the spread of invasive species..

Contractor: _____

Conservation District: Barry Conservation District

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



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**FINANCIAL DISCLOSURE STATEMENT
FOR CONTRACTING WITH
THE BARRY CONSERVATION DISTRICT**
Barry County Wildlife Habitat Enhancement Project
Native Seed Mixes
APPENDIX B

I. It is the policy of the Barry Conservation District 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 Conservation District to comply with these legal requirements, it is necessary that persons seeking to enter into contracts with the Barry Conservation District disclose certain information which will allow for an evaluation of compliance with the statute. Anyone seeking to enter into a contract with the Barry Conservation District 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 Conservation District:

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

- You are an official or employee of the Barry Conservation District.
- An official or employee of the Barry Conservation District is a partner, member or employee of the co-partnership or unincorporated association which seeks to enter into the contract with the Barry Conservation District.
- An official or employee of the Barry Conservation District is a stockholder of the private corporation which seeks to enter into the contract with the Barry Conservation District.
- An official or employee of the Barry Conservation District 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 Conservation District.
- An official or employee of the Barry Conservation District is a director, officer or employee of the corporation which seeks to enter into the contract with the Barry Conservation District.
- An official or employee of the Barry Conservation District is a beneficiary or trustee of the trust seeking to enter into a contract with the Barry Conservation District.

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.

Signed: _____

Date: _____