

MACOMB COUNTY DEPARTMENT OF ROADS

DIRECTOR OF ROADS

Robert Hoepfner, P.E.

FINANCE DIRECTOR

Michelle M Mykytiak

PURCHASING DIRECTOR

JoAnna K. Strizic

Invitation to Bid on: **One (1) Year's Requirements of Tires & Recapping Release & Delivery as Required, June 1, 2011 – May 31, 2012**

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, May 11, 2011** at the office of the Macomb County Department of Roads, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Director of Roads reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Director of Roads, at his sole discretion, to be in the Department of Roads best interest. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
2. The bid must be delivered in person or sent by mail to the Macomb County Department of Roads, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043. **It shall be in a sealed envelope marked with the name and address of the bidder on the outside of the envelope. The above referenced bid number should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted bids will not be accepted.
3. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Bids shall be accepted at any time during the normal course of business only, said hours being 8:00 am to 4:30 pm, Monday through Friday, legal holidays excepted. A bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will not be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF MACOMB COUNTY DEPARTMENT OF ROADS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Department of Roads consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.

6. The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.
7. All bids must be submitted on the Department of Roads bid blank form. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the Bid Proposal and Specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. The Macomb County Department of Roads reserves the right to award the bid for the equipment which best fits our needs and appears to be in the best interest of the Macomb County Department of Roads at the time the bids are evaluated.
11. The Macomb County Department of Roads reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Macomb County Department of Roads reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
12. Bidders aggrieved by an award of any resulting contract may file a written notice of protest with the Purchasing Director within seven (7) calendar days of the award by the Macomb County Department of Roads.
13. When applicable, contractor must furnish material safety data sheets for their products.
14. BIDDERS ARE REQUIRED TO SUBMIT COMPLETE AND COMPREHENSIVE DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. VENDORS SUBMITTING ALTERNATE BIDS MUST PROVIDE SPECIFICATIONS DOCUMENTING PRODUCT IS EQUAL TO SPECIFIED BID ITEM. BIDS SUBMITTED WITHOUT THE ABOVE DOCUMENTATION WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.
15. THIS BID, BY MUTUAL AGREEMENT OF BOTH PARTIES, may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years.
16. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the Macomb County Department of Roads. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.
17. Vendors will provide a general history, description and status of their company.
18. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
19. The Macomb County Department of Roads adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications, and the RCMC Policy #407. The Macomb County Department of Roads is an Equal Opportunity Agency.

20. The Macomb County Department of Roads will not pay fuel surcharges.
21. The only **official** document is available over the internet at www.rcmcweb.org or www.mitn.info.
22. All documents and correspondence submitted to the Macomb County Department of Roads becomes the property of the Macomb County Department of Roads and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

JoAnna Strizic
Purchasing Director
(586) 791-3348

Tammara Goike
I/C & Stockroom Supervisor
(586) 791-3373

Copies of Bids and Bid Tabs are available on the following websites:
www.mitn.info or www.rcmcweb.org/viewpage/bids.cgi

PROPOSAL

WE, THE UNDERSIGNED, agree to furnish to the Macomb County Department of Roads One (1) Year's Requirements of Tires & Recapping, Release & Delivery as Required, June 1, 2011 – May 31, 2012, conforming to the attached specifications at the pricing indicated as noted. F.O.B., 34592 Nova, Clinton Township, Michigan.

The undersigned herein submitted this bid or proposal and agrees to enter into an agreement with the Macomb County Department of Roads in accordance with the bid documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the Macomb County Department of Roads to reject any or all bids or proposals and to make such award that is in the best interest of the Macomb County Department of Roads

All prices firm for duration of the contract: _____ **yes** _____ **no**

Is Bid pricing extendable to MITN Members: _____ **yes** _____ **no**

COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

INDEMNIFICATION

Macomb County Department of Roads will not be responsible for injury to contractor's employees, sub-contractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

"The contractor agrees to protect, defend, indemnify and hold the Macomb County Department of Roads and its Directors, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder".

"The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the MCDR for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the MCDR, its directors, officers, employees or agents".

WORK REFERENCES

Name of Company	Location	Name of Person Approving Work and Telephone No.	Time Period of Project

INSURANCE

The following insurance shall be obtained:

- | | | |
|----|---|--|
| A. | Comprehensive General Liability including | \$1,000,000 per occurrence and
\$2,000,000 aggregate |
| | 1. Products and completed operations | |
| | 2. Broad form property damage | |
| | 3. Premises operations | |
| | 4. Broad form contractual | |
| | 5. Personal injury | |
| B. | Workers' Compensation Employers Liability Statutory
Coverage and Employer's Liability Limits of: | \$500,000/\$500,000/\$500,000 |
| C. | Automobile liability including hired and leased
vehicles owned and non-owned autos | \$1,000,000 CSL or \$500,000 per person
\$1,000,000 per accident \$500,000
property damage |

Personal Injury Protection – Statutory Limits and Property Protection Insurance - \$1,000,000 Limit.

Supplemental Environmental Auto Liability (SEAL) coverage or insurance that covers the loading and unloading of scheduled pollutants is required.

CERTIFICATES OF INSURANCE (GENERAL)

All certificates of insurance and duplicate policies of an outsider, vendor or contractor shall contain the following clauses:

- A. "Underwriters shall have no right of recovery or subrogation against the MCDR (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in primary coverage for any and all losses covered by the subject policy."
- B. "Any coverage afforded the MCDR shall apply as primary and not excess to any insurance issued in the name of the MCDR, et al."
- C. "The insurance company(s) issuing the policy or policies shall have no recourse against the MCDR for payment of any premiums or for assessments under any form of policy."
- D. "The term 'insured' is used severally, not collectively but the inclusion in this policy of more than one insured shall not operate to increase the limit of the MCDR's liability."

All certificates are to provide thirty (30) days written notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided not less than ten (10) working days before commencement of work to the Macomb County Department of Roads, 117 S. Groesbeck Hwy., Mt. Clemens, MI 48043. Insurance carriers are

subject to the approval of MCDR.

FEDERAL EMPLOYER IDENTIFICATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

Which is (check one of the following :)

() Corporation, incorporated under the laws of the State of: _____

() Partnership, consisting of (list partners): _____

() Assumed Name (register no.) _____

() Individual _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

MACOMB COUNTY DEPARTMENT OF ROADS

SPECIFICATIONS FOR: TIRES AND RECAPPING

The following specifications describe and are intended to secure new tires for cars, light trucks, and miscellaneous equipment. All tires must be the manufacturer's current proven models under standard production, and shall meet all applicable D.O.T. and O.E.M. requirements.

Any specification exception must be fully explained and will only be considered if advantageous to the Macomb County Department of Roads. For any bid to be considered, the bidder must fully complete the bid form so that commitment to specifications can be ascertained.

BID PACKAGE MUST INCLUDE: Complete price list, complete specifications, including photo-reproduction of all tires bid. If this information is not submitted with the bid, the entire bid will be considered non-responsive. Tires supplied must be equal to or exceed all automobile and truck manufacturer's original equipment, first line merchandise in rating and in grade. Approved tires are: Bridgestone, Firestone, Goodyear, Continental, General and Michelin.

Tires may be subject to test by competent testing laboratory to determine conformity to specifications.

The Macomb County Department of Roads is concerned with the fact that a variety of types and qualities of tires are available for each size requested. Therefore, we have listed for each tire requested, a UTQG Rating, Load Range, Ply Rating or Tire Manufacturer's Brand Name or a combination of these. The awarded vendor's tires must meet or exceed each rating and be comparable in style and in grade to the manufacturer's brand trade name listed.

The Macomb County Department of Roads reserves the right to reject the low bidder, if the bid tire does not conform to MCDR's requirement to match the heights, tread-wear, traction and temperature rating of the existing fleet.

Bidders for the Recapping of Tires must list available credit on returned usable casings. Tires that are unable to be recapped must be returned to RCMC for disposal.

The Macomb County Department of Roads will have the right to require all casings, rejected as unacceptable to recap, returned to the Road Commission of Macomb County for inspection by a third party.

Bidder for Recapping must have \$1,000,000 liability insurance and supply proof.

All tires shall be covered by a standard manufacturer's warranty against defects in materials and workmanship. Proof of warranty shall be included with technical data at time of bid submittal.

Stockroom accessibility for delivery purposes shall be between the hours of 7:00 a.m. and 2:30 p.m. Monday through Friday, with exception of legal holidays. All deliveries shall be received acceptance "subject to count".

NOTE: If Specification and Data Product Line Book is not included with the bid package, it will be considered non-responsive and therefore rejected.

Passenger Radial Tires

SIZE	MINIMUM UTQG RATING	TYPE	TREAD	MANUFACTURER	TIRE NAME	NET TIRE PRICE	ORIGIN OF MANUFACTURER
P235/70R17	440/B/A	Tubeless	All Season				
P225/50R17	300/A/A	Tubeless	All Season				
235/55 R17	340/A/B	Tubeless	All Season				
225/60R/16	300/A/B	Tubeless	All Season				
P235 /75R17	440 /B /A	Tubeless	All Season				

Light Truck Tires

SIZE	MINIMUM UTQG RATING	TYPE	TREAD	MANUFACTURER	TIRE NAME	NET TIRE PRICE	ORIGIN OF MANUFACTURER
LT225/75 R16	Load Range E	Tubeless	All Season				
P235/75 R16	420/B/B	Tubeless	All Season				
LT235/85 R16	Load Range E	Tubeless	All Season				
LT245/75 R16	Load Range E	Tubeless	All Season				
P255/70 R16	420/B/B	Tubeless	All Season				
P245/70 R17	420/B/B	Tubeless	Mud/ Snow				

Truck Tires

SIZE	MINIMUM UTQG RATING	TYPE	TREAD	MANUFACTURER	TIRE NAME	NET TIRE PRICE	ORIGIN OF MANUFACTURER
265/75 R22.5	Load Range G	Tubeless	All Season				
225/70 R19.5	Load Range F	Tubeless	All Season				
10.00 x 20	Load Range F	Tube	Bar Lug				
11 R22.5	Load Range H	Tubeless	On/Off Road				
11 R22.5	Load Range H	Tubeless	Steer				
315/80 R22.5	Load Range L	Tubeless	Regular				
315/80 R22.5	Load Range L	Tubeless	G287 MSA Duraseal				
315/80 R22.5	Load Range L	Tubeless	G289 WHA Duraseal				

*This tire size is equal to a 255/80 R22.5 and will be considered as an alternative bid.

Off Road Tires

SIZE	MINIMUM UTQG RATING	TYPE	TREAD	MANUFACTURER	TIRE NAME	NET TIRE PRICE	ORIGIN OF MANUFACTURER
12.4 x 24	6 ply	Tube	Lug Type R1				
18.4 x 30	6 ply	Tube	Lug Type R1				
11.2 x 24	6 ply	Tube	Lug Type R1				
16.9 x 30	6 ply	Tube	Lug Type R1				
17.5 x R25	16 PR Load	Tubeless	G2				

Tire Recapping Specifications, Disposal Fees & Casing Credits

TIRE SIZE	TYPE	RECAPPING PROCESS	TREAD	RADIUS TREAD DEPTH	BASE WIDTH	TURNAROUND TIME	BID PRICE
11 R22.5	Radial	Precured Tread (Cold Cap)	Bandag-WH Lug OIS Tire-WHL28	26/32 Minimum 28/32 Maximum	8.5 Minimum 10.5 Maximum		
17.5 x R25	Radial	Precured Tread (Cold Cap)	L2-G2	32/32 Minimum 36/32 Maximum	15-20/32		

Casing Credit

Medium Truck Radial _____

Small Off Road Radial _____

Large Off Road Radial _____