

**DIRECTOR OF ROADS**

Robert Hoepfner, P.E.

**FINANCE DIRECTOR**

Michelle M Mykytiak

**PURCHASING DIRECTOR**

JoAnna K. Strizic

**Invitation to Bid on: One (1) Pavement Scarifier Unit**

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, April 20, 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 No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.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 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 form of bid blank. 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. Successful bidder must furnish a State of Michigan Motor Vehicle Certificate of Title, properly executed for any equipment requiring same.
11. The Director 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 Department of Roads at the time the bids are evaluated.
12. 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.
13. 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
14. When applicable, contractor must furnish material safety data sheets for their products.
15. 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.
16. 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.
17. 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.
18. Vendors will provide a general history, description and status of their company.
19. 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.
20. 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.
21. The Macomb County Department of Roads will not pay fuel surcharges.

22. The only **official** document is available over the internet at [www.rcmcweb.org](http://www.rcmcweb.org) or [www.mitn.info](http://www.mitn.info).
23. All documents and correspondence submitted to the Macomb County Department of Roads becomes the property of the 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

Greg Zukowski  
Mechanic's Foreman  
(586) 791-3117

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

**PROPOSAL**

WE, THE UNDERSIGNED, agree to furnish to the Macomb County Department of Roads **ONE (1) PAVEMENT SCARIFIER UNIT** 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 Macomb County Department of Roads.



MAKE \_\_\_\_\_

MODEL \_\_\_\_\_ YEAR \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

UNIT PRICE \$ \_\_\_\_\_

**TRADE IN ALLOWANCE FOR: 199 ERADICATOR II PAVEMENT SCARIFIER \$ \_\_\_\_\_  
ENGINE 11 hp Honda**

COMPANY NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TERMS: \_\_\_\_\_

**INDEMNIFICATION**

The 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 MCDR 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 director’s, 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<br>\$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<br>Coverage and Employer's Liability Limits of: | \$500,000/\$500,000/\$500,000  |
| C. | Automobile liability including hired and leased<br>vehicles owned and non-owned autos               | \$1,000,000 CSL or \$500,000 per person<br>\$1,000,000 per accident \$500,000<br>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:**

**ONE (1) PAVEMENT SCARIFIER UNIT**

**General Description**

This specification describes one (1) gas powered pavement scarifier unit. This equipment will be used for removal of paint, epoxy, thermoplastic markings and anti-slip grooving on roads thru-out Macomb County. Bidders must submit their bid on a unit that meets or exceeds these specifications.

**General Requirements**

Units offered under this advertisement shall be new standard production models of the latest design in current production. Units offered shall be equipment that is established, reliable and in successful operation. Units of experimental or unproven design are not acceptable. All components requiring lubrication or oil shall be provided with the proper type and amount before delivery.

Bids will be considered only from vendors who offer equipment that is manufactured by companies that have been regularly engaged in the manufacture of equipment of the type, class and size specified herein for a period of not less than five (5) years. Bidders must be a manufacturer authorized sales and service facility for the product offered. The bidder shall include in the bid package a list of at least ten (10) users of the equipment type offered in the package, so that department personnel can check the references.

**The bidder must also submit with their bid, the latest printed manufactures specifications and advertising literature on the units they propose to furnish.**

**The origin and availability of service and parts for the major components must be stated. Qualified service and factory replacement parts must be available on a regular basis, within the State of Michigan and at a permanently established location.**

Bidders are expected to quote price and delivery of equipment they propose to furnish, giving careful consideration to the specification. Any deviations from these specifications shall be submitted with the bid in writing, with full detail of each variation and with reference made to each item to which the variation applies. If these variations are not submitted with the bid, the entire bid will be considered non-responsive.

Delivery time, past performance of the bidder and/or the equipment offered, as well as price, will be considered major factors in determining the successful bidder.

The manufacturer's warranty and/or component warranties must be stated. Unsatisfactory or inadequate warranty provisions shall, in them selves, be justification for the denial of the award of this bid by the Macomb County Department of Roads.

COMPLIES WITH SPECIFICATIONS?	YES	NO	EXPLAIN DEVIATIONS
<b>PAVEMENT SCARIFIER</b>			
<b>Unit shall be a Graco – GrindLazer 390, or approved equal.</b>			
<b>Engine: Honda: CC (HP) 390 (13.0)</b>			
<b>Maximum Cut width: IN. (CM) 10 (25)</b>			
<b>Cut Direction: Forward</b>			
<b>Removal Rate: (Walk) 800 sq ft/hr</b>			
<b>Weight LBS: (KG) 440 (196)</b>			
<b>Centrifugal Clutch</b>			
<b>Air Cleaner: Cyclone</b>			
GrindLazer 390, 10" cut, 8 point flail complete 138 cutters, 150 spacers			
Depth Control System			
Pneumatic air-filled tires			
<b>PICTURES/LITERATURE</b>			
A picture brochure of unit along with the manufacturer's specifications shall be submitted with bid.			
<b>ADDITIONAL ITEMS:</b>			
One (1) each of the following <b>service, repair and parts manuals</b> shall be provided <b>for each unit ordered</b> , plus one (1) additional <b>parts manual</b> for the Department of Roads stockroom:			
<b>Note:</b> CD-ROM disc versions of the above manuals may be substituted in lieu of hard copy (paper) manuals. Failure to supply any of the above manuals at time of delivery may result in the penalty clause of Warranty Documentation Provisions being invoked.			
<b>Engine Warranty:</b> Bidder shall list manufacture's warranty.			

COMPLIES WITH SPECIFICATIONS?	YES	NO	EXPLAIN DEVIATIONS
Generator Warranty: <b>Bidder shall list manufacture's warranty.</b>			
WARRANTY DOCUMENTATION PROVISIONS			
<p>General Terms and Conditions: <b>Warranty certificates or letters on all applicable and requested warranty items shall be provided to the end user upon delivery of the first unit. All warranties shall start from the in-service date with the Macomb County Department of Roads</b></p> <p><b>Penalty Clause:</b> Failure to provide any of the above documentation at the time of delivery shall be grounds for withholding three hundred (\$300.00) dollars of the monies due for payment of the unit, until such time as the requested documentation is provided.</p>			