

## 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 Traffic Sign & Delineator Post Release & Delivery as Required, July 1, 2011 – June 30, 2012**

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, June 22, 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 No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.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](http://www.rcmcweb.org) or [www.mitn.info](http://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](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) Year's Requirements of Traffic Sign & Delineator Posts, Release & Delivery as Required, July 1, 2011 – June 30, 2012, conforming to the attached specifications at the pricing indicated as noted. F.O.B., 34592 Nova Street, Clinton Twp., 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

**Posts must be shipped on open bed trucks to accommodate unloading with forklift. Posts shall be securely banded together in bundles of 50 pieces each. Each bundle shall be marked as to the weight per lineal foot and length of post. Prices quoted shall include packing and delivery to the Road Commission of Macomb County, 34592 Nova Street, Clinton Twp., MI 48035.**

All prices firm for duration of the contract: \_\_\_\_\_yes \_\_\_\_\_no

Prices 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:\_\_\_\_\_

**Macomb County Department of Roads  
Specifications for:**

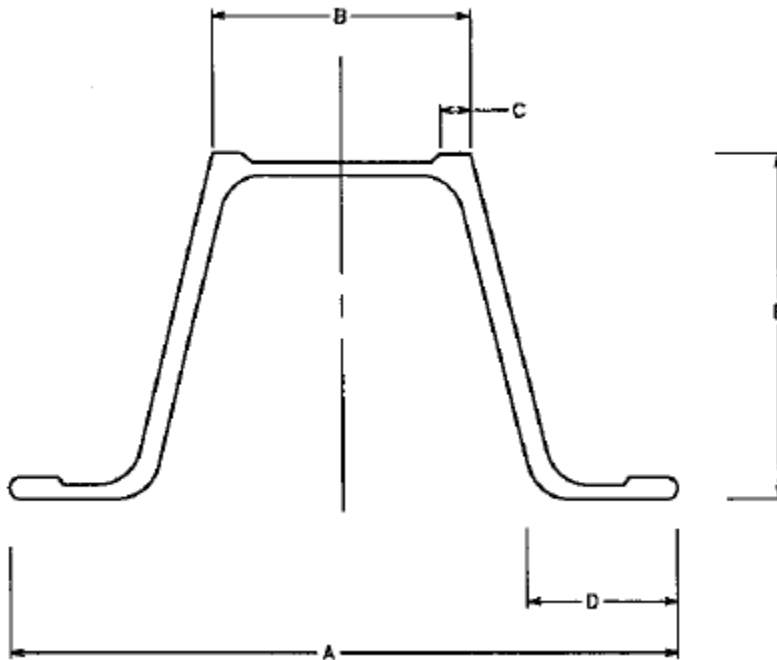
**TRAFFIC SIGN AND DELINEATOR POSTS**

3.00# RIBBED BACK POST

1. MATERIAL Posts are to be rolled from material meeting the mechanical properties of ASTM designation A499-64.
2. SECTION Posts shall be of a uniform, modified flanged channel section. The back side of the post shall be formed so as to have two extended ribs, one on each side.

The construction and dimensions shall be as follows subject to rolling tolerances.

<u>WT/FT</u>	<u>3#</u>
A	3-1/2"
B	1-5/16"
C	7/32"
D	13/16"
E	1-7/8"



3. WEIGHT The weight of the post shall be figured before holes are punched, with a weight tolerance of plus or minus 5%.
4. LENGTH The length shall be as specified on the Purchase order.
5. PUNCHING All posts shall be punched with 3/8" holes on one inch centers starting one inch from top of the post and continuing the full length.
6. FINISH All posts shall be hot-dipped galvanized in accordance with ASTM specification A-123-53, or latest revision thereof as called for on the bid sheet.
7. PACKING & DELIVERY **Posts must be shipped on open bed trucks to accommodate unloading with forklift. The posts shall be securely banded together in bundles of 50 pieces each. Each bundle shall be marked as to the weight per lineal foot and length of post. Prices quoted shall include packing and delivery to the Macomb County Department of Roads, 34592 Nova Street, Clinton Twp., MI 48035.**
8. POINTING All posts to be pointed at one end to ease mechanical driving into the ground.
9. ACCEPTANCE & REJECTION Failure of the posts to meet any one of the requirements set forth in this specification will be cause for rejection. Posts with defective coatings will be rejected. The Vendor shall replace all rejected posts at his own expense, including all handling and transportation expenses.

NOTE: Sample of material may be requested for analysis before awarding of contract. **All material may subject to test by competent testing laboratory to determine conformity to specifications.**

Macomb County Department of Roads reserves the right to choose the grade of materials in the different classifications and to change that grade if necessary, on short notice.

### 3.00# RIBBED BACK POSTS

#### GALVANIZED

10'	\$ _____	ea
12'	\$ _____	ea
14'	\$ _____	ea
16'	\$ _____	ea

**NOTE: Above items to be ordered in minimum quantities of 500 pieces.**

12-gauge Unistrut type material with holes all four (4) sides spaced 1" on centers full length.

<u>SIZE OD</u>	<u>TWELVE (12) ft LENGTHS</u>	<u>UNISTRUT #</u>
	<u>Galvanized</u>	
1 ¼"	\$_____ ea	12F12
1 ½"	\$_____ ea	14F12
1 ¾"	\$_____ ea	16F12
2"	\$_____ ea	20F12

SPECS/SIGNPOSTS





## **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:

\_\_\_\_\_

\_\_\_\_\_