

**DIRECTOR OF ROADS**

Robert Hoepfner, P.E.

**FINANCE DIRECTOR**

Michelle M Mykytiak

**PURCHASING DIRECTOR**

JoAnna K. Strizic

**Invitation to Bid on: One (1) Vehicle-Mountable Message Board**

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, July 13, 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 No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.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) Vehicle-Mountable Message Board**, 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



MAKE \_\_\_\_\_

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

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

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

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

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

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

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

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

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





## **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) Vehicle-Mountable Message Board**

**General Description:**

This specification describes One (1) Vehicle-Mountable Message Sign consisting of light emitting diode (LED) sign panels, vehicle mounting hardware, and computer operator interface controller. Bidders must submit their bid on units that meets or exceeds these specifications.

**General Requirements:**

Bids will be considered only from vendors who offer equipment that is manufactured by companies that are known to be skilled and have been regularly engaged in the manufacture of equipment of the type, class and size specified herein for a period of not less than (5) years. For performance and reliability purposes, the bidder shall include in the bid package a list of at least (10) users of equipment type offered in the package located in Michigan, so that department personnel can check references.

The vendor shall furnish equipment that is established, reliable, and in successful operation. All equipment shall be new and the manufacturer's latest model. Any experimental or unproven design is not acceptable. Bidders must be a manufacturer authorized sales and service facility of class "A" license dealer for the product offered.

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, preferably within the State of Michigan and at a permanently established location. If factory replacement parts are not available locally, the vendor must provide a letter indicating parts orders will be shipped the same day as ordered and can be shipped UPS or Federal Express per the Department of Roads Stockroom's request. If local service is not available, the vendor must provide mobile service or provide techline assistance.

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 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 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 shall, in themselves, be justification for the denial of the award of this bid.

COMPLIES WITH SPECIFICATIONS?	YES	NO	EXPLAIN DEVIATIONS
<b>Display Configurations</b>			
83" x 33.5" 48 x 16 pixels, 12" character 2 lines, 8 characters/line, 5 x 7 font			
<b>Features</b>			
Can be customized to fit most vehicles			
The full matrix sign shall be legible from 750 feet in day and night conditions			
The PCMS shall operate from solar and battery or vehicle power of 12 VDC			
The individual LED's shall be rated for 1,500,000 hours			
Character modules shall allow replacement in approximately 5 minutes			
The outside layer shall be able to withstand weathering factors, like UV and exposure			
<b>Controller</b>			
A single board sign computer (SBC) shall be included as standard feature.			
The SBC shall be housed in the sign panel assembly to provide weather and dust protection			
Create, edit, display message with text, graphics or both and easily change messages on the fly			
Store up to 200 sequences			
The SBC shall be capable of storing up to 99 different pre-programmed standard or customized message sign displays which may be selected utilizing a hand held terminal.			
Displays low battery voltage warning			
Password protected			
<b>Hand Held Terminal</b>			
Shall have a Cable capable of extending up to 15 feet to allow the programmer to operate from safe zone.			

COMPLIES WITH SPECIFICATIONS?	YES	NO	EXPLAIN DEVIATIONS
<b>Hand Held Terminal (continued)</b>			
Shall have Led backlighting for low light viewing of LCD			
Shall have Character text maximum of 8 rows of 24 characters			
<b>Warranty</b>			
Minimum of 1-year warranty on parts and workmanship			
Minimum of 2-year warranty on module, and electronic components			
<b>Literature</b>			
Owners manual			
Parts Manual			
Wiring Diagrams			
Trouble shooting guide			