

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 Automotive & Truck Type Batteries Release and Delivery as Required, September 1, 2011 – August 31, 2012**

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, August 24, 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 No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.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 Automotive & Truck Type Batteries, Release and Delivery as Required, September 1, 2011 – August 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

Optional: Extension of award to the MITN Purchasing Cooperative

Accept Extension of award to MITN _____

Decline Extension of award to MITN _____

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:

One (1) Years Requirement of Automotive and Truck Type Batteries

General Description:

This specification shall describe one (1) year's requirement of automotive and truck type batteries by the Macomb County Department of Roads. Bidders must submit their bid on units (batteries) that meet or exceed these specifications.

The following specifications will be considered **minimum** with the Commission reserving the right to accept or reject any and/or all bids, or waive defects in same; and to make the award, which in their opinion is in the best interest of the Macomb County Department of Roads. The Commission also reserves the right to re-award a bid when in their opinion the low bidder is not or will not be able to adequately comply with Macomb County Department of Roads requirements in a timely manner.

General Requirements:

Bidders must submit with their bid, the latest printed manufacturer specifications and advertising literature on the units they propose to furnish. Bidders should highlight, flag, or in some manner identify, in their supplied spec sheet, the various batteries they are bidding. A Material Safety Data Sheet must accompany all proposals where applicable. Bids submitted without the above documentation will be considered non-responsive, and therefore will be rejected.

Bidders are expected to quote price and delivery of the products 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.**

- Batteries will be delivered on an as needed basis.
- All batteries will conform to the Battery Council International Specifications.
- All batteries shall be new current product stock.
- Cold Cranking Amps (CCA) ratings must be displayed, by the manufacturer, on all batteries.
- Batteries shall be wet charged.
- Used cores will be picked up and a "per core" credit given to the Road Commission. Bidders shall include in their bid the "per core" credit amount for each type of battery.
- Core credit shall be given to the Road Commission upon delivery.
- The successful bidder shall be responsible for the disposal of all old batteries.
- All prices quoted are to be F.O.B. Macomb County Department of Roads, Clinton Township, Michigan – Tax Exempt.

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.

The Macomb County Department of Roads reserves the right to add new items as needed through the life of the contract upon mutual agreement of both parties. **Requests for additional items may be made by the Purchasing Department only.** For any request for additional items, supplier price responses shall be in writing.

MCDR INVENTORY NUMBER	BCI GROUP	SERVICE WARRANTY UNITS	PERF. CCA @ 0° F	RESERVE CAPACITY MINUTES @ 80°F @ 25A	APPROX. SIZE (INCHES)	BRAND	BATT TYPE OR #	UNIT PRICE	CORE CREDIT	COMPLIES WITH SPEC (YES/NO)	EXPLAIN DEVIATIONS (IF ANY)
	AUTOMOTIVE DUAL TERMINAL										
05-13450	34/78	70	800	110	10x7x8						
	12V DOMESTIC AUTO										
05-13500	22F	50	415	75	10x7x8						
	24	48	800	115	10x7x9						
05-13300	27	39	650	115	12x7x9						
	COMMERCIAL										
05-13620	4D	30	900	285	21x9x10						
	8D	30	1300	420	21x11x10						
	30H	24	650	155	13x7x9						
05-13100	31 (STUD)	30	925	180	13x7x10						
	MARINE DEEP CYCLE										
	27M or DC27	24		160 min @ 80°F @ 25A	13x7x10						
	BCI Group										
	Group 48		700	120	11x7x7.5						
	Group 65		880	150	12x8x8						

SPECS/BATTERIES