

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 Durable, Wet-Reflective, Patterned
Preformed Pavement Marking Tape Material**
Release & Delivery as Required December 1, 2011 – November 30, 2012

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, October 26, 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 No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.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 Durable, Wet-Reflective, Patterned Preformed Pavement Marking Tape Material, Release & Delivery as Required, December 1, 2011 to November 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.

Part No.	Size/Color	Price Per Linear Foot	
_____	6" White (Non-linered)	_____ ft.	No Quantity Guaranteed
_____	12" White (Non-linered)	_____ ft.	No Quantity Guaranteed
_____	6" Yellow (Non-linered)	_____ ft.	No Quantity Guaranteed
_____	12" Yellow (Non-linered)	_____ ft.	No Quantity Guaranteed
_____	9'6" Straight Arrow – 3 Piece Kit*	_____ ea.	No Quantity Guaranteed
_____	8' Left Arrow – 3 Piece Kit*	_____ ea.	No Quantity Guaranteed
_____	8' Right Arrow – 3 Piece Kit*	_____ ea.	No Quantity Guaranteed
_____	8' "ONLY" Legend – 9 Piece Kit*	_____ ea.	No Quantity Guaranteed
_____	"SCHOOL" Legend – 12 Piece Kit*	_____ ea.	No Quantity Guaranteed
_____	Letter "R" for railroad crossing (72")* 2 Piece Kit	_____ ea.	No Quantity Guaranteed
_____	Railroad Crossing Pkg.* 2 – 72" "R's" 1 – Roll 16" x 42' for "X"	_____ pkg.	No Quantity Guaranteed
_____	Surface Preparation Adhesive (purchased in 5 gallon bucket quantities)	_____ gal.	No Quantity Guaranteed

*See Attachment A

All prices firm for duration of the contract: _____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:

DURABLE, WET-REFLECTIVE, PATTERNED, PREFORMED PAVEMENT MARKING TAPE

CLASSIFICATION

The markings shall be highly durable retroreflective preformed pavement marking tape materials designed for transverse, longitudinal, legend and symbol markings subjected to high urban traffic volumes and particularly severe wear conditions such as repeated shear action from crossover or encroachment on typical configurations such as crosswalks, edge lines and lane lines.

COMPLIES WITH SPECIFICATIONS	YES	NO	EXPLAIN DEVIATIONS
MATERIALS			
The preformed patterned markings shall consist of white or yellow films with clear microcrystalline ceramic beads incorporated to provide immediate and continuing retroreflection during wet and dry conditions. The beads shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7cc of concentrated acid into 1000cc of distilled water.			
The preformed patterned markings shall upon application exhibit uniform adequate nighttime retroreflectivity. The markings shall have an initial applied minimum retroreflectivity of 500 millicandelas for white as measured with a MiroLux 30 retroreflectometer under dry conditions*, and an initial minimum retroreflectivity of 250 millicandelas under wet/rainy conditions**.			
For the yellow an initial applied minimum retroreflectivity of 300 millicandelas as measured with a MiroLux 30 retroreflectometer under dry conditions* and an initial minimum retroreflectivity of 200 millicandelas under wet/rainy conditions**.			
Daylight reflectance shall not change significantly when the preformed retro reflective preformed pavement marking tape is properly applied to the roadway surface.			
The marking material shall be impervious to motor fuels, lubricants, hydraulic fluids, etc.			
The preformed retroreflective markings shall be capable of being adhered to asphalt and Portland Cement Concrete pavement surfaces by a pre-coated pressure sensitive adhesive. A surface preparation adhesive may be used to precondition the pavement surface but shall not be necessary for normal installations.			
The material shall be packaged in 25 yard or 70 yard roll lengths as specified on purchase order. All boxes shall be clearly marked on the package edges for easy identification of contents.			
The material must be supplied at a minimum thickness of 65 mils at the thickest portion of the patterned cross-section and a minimum thickness of 20 mils at the thinnest portion of the cross-section.			
The material shall be capable of being applied down to temperatures of 40°F (4°C) without special conditions pertaining to storage or treatment of the material before application.			

COMPLIES WITH SPECIFICATIONS	YES	NO	EXPLAIN DEVIATIONS
It shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions			
Marking shall be available conforming to the current edition of the Manual on Uniform Traffic Control Devices. In addition, markings shall meet state specifications and be approved for use by the appropriate state agency.			

* Retroreflectance values shall be measured under dry conditions in accordance with the testing procedures of ASTM D4061

** Retroreflectance values shall be measured under wet conditions in accordance with ASTM E2176 and ASTM E2177.

INSTALLATION PROCEDURE

The material shall be applied according the manufacturer instructions, which are included in the packaging.