

ROAD COMMISSION OF MACOMB COUNTY

COMMISSIONERS

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Chairperson: Lawrence J. Moloney, P.E.

Michelle M. Mykytiak

Vice-Chair: Dan G. Dirks

Purchasing Director

Commissioner: Fran Gillett

JoAnna Strizic

**Request for Proposal: Maintenance Contract for KIP 5004COL w/1200 Auto Stacker
December 12, 2010 – December 11, 2011**

Sealed proposals will be publicly opened at **11:00** o'clock A.M., E.S.T. on Wednesday, **December 1, 2010** at the office of the Road Commission of Macomb County, in the Macomb County Administration Building, 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 Board reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Vendor, 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 Board, at its sole discretion, to be in the Road Commission's best interest. In case of error in the extension of prices in the proposal or other arithmetical error, the unit prices will govern.
2. The proposal must be delivered in person or sent by mail to the Road Commission of Macomb County, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043. **It shall be in a sealed envelope marked with the name and address of the vendor on the outside of the envelope. The above referenced RFP number should also be highlighted on the outside of the envelope. In addition, if the proposal is to be express mailed, "Proposal Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted proposals will not be accepted.
3. The vendor shall assume full responsibility for delivery of proposals 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. Proposals shall be accepted by the Board 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 vendor may withdraw their proposal response by written request at any time prior to the scheduled proposal opening. Any proposal received after the scheduled opening time will not be accepted and will be returned unopened. No proposal may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the proposal opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF MACOMB COUNTY ROAD COMMISSIONERS 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 Vendor 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 Road Commission's 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 vendor by execution of the proposal thereby declares that the proposal is made without collusion with any other person, firm or corporation making any other proposal, or who otherwise would make a proposal, and agrees to furnish all proposal items in strict accordance with all Federal Regulatory Measures.
7. All proposals must be submitted on the Board's form of proposal blank. The proposal shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the vendor.
8. Submission of a proposal will be construed as a conclusive presumption that the vendor is thoroughly familiar with the 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 Board reserves the right to award the proposal for the equipment which best fits our needs and appears to be in the best interest of the Road Commission at the time the proposals are evaluated.
11. The Road Commission of Macomb County 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 Road Commission of Macomb County 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. Vendors 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 Board of County Road Commissioners.
13. When applicable, contractor must furnish material safety data sheets for their products.
14. VENDORS ARE REQUIRED TO SUBMIT COMPLETE AND COMPREHENSIVE DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. VENDORS SUBMITTING ALTERNATE PROPOSALS MUST PROVIDE SPECIFICATIONS DOCUMENTING PRODUCT IS EQUAL TO SPECIFIED PROPOSAL ITEM. PROPOSALS SUBMITTED WITHOUT THE ABOVE DOCUMENTATION WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.
15. 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 Road Commission. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.
16. Vendors will provide a general history, description and status of their company.
17. 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.
18. The Road Commission of Macomb County 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 #440. The Road Commission of Macomb County is an Equal Opportunity Agency.
19. The Road Commission of Macomb County will not pay fuel surcharges.

20. The only **official** document is available over the internet at www.rcmcweb.org or www.mitn.info.
21. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission 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

Tammy Goike
Stockroom Supervisor
(586) 791-3373

Copies of Proposals and Proposal Tabs are available on the following websites:
www.mitn.info or www.rcmcweb.org/viewpage/bids.cgi

ROAD COMMISSION OF MACOMB COUNTY

SPECIFICATIONS FOR MAINTENANCE CONTRACT FOR KIP 5004COL

1. The Road Commission of Macomb County is seeking proposals for a full service maintenance program which includes monthly preventive cleaning and all service calls during normal business hours. The copier is located at 117 South Groesbeck Highway, Mt. Clemens, MI 48043.
2. Toner cartridges are to be supplied, at no additional cost, as part of the maintenance contract.
3. All prices to be F.O.B. Macomb County, Michigan. **RCMC will not pay fuel surcharges.**
4. RCMC is exempt from Federal Excise Tax, State and Local Taxes. Prices shall not include such taxes. Exemption certificates for taxes will be furnished upon request.
5. Method of Award:

 Past performance and experience may be a factor in making an award (use attached work reference form).

 The Board reserves the right to award the proposal which best fits our needs and appears to be in the best interest of the Road Commission at the time the proposals are evaluated.
6. Proposals will remain firm for a period of 60 days after official opening of proposals.
7. Addenda issued during the proposal period covering additions, deletions or changes to documents shall be acknowledged as having been received and included in the proposal.

 Addendum No. _____ Dated _____

 Addendum No. _____ Dated _____
8. The contractor is prohibited from assigning, transferring conveying, or otherwise disposing of any contract or portion thereof resulting from this Request for Proposal of its rights, title, or interest therein or its power to execute such agreement to any person, company, corporation, or entity without the previous written approval of the RCMC.
9. Vendors will provide a general history, description and status of their company. Vendors must be in the business for a minimum of five (5) years.

Proposal must include:

- ✓ Monthly cost of KIP 5004COL maintenance contract
- ✓ Detailed description of services included in contract
- ✓ Contract response time to service calls
- ✓ The size and experience of your service department
- ✓ Three references for whom you service KIP copiers

2008 KIP 5004COL METER READINGS		
DATE	READING	USED
01/30/08	92,507	3,400
02/29/08	103,769	11,262
03/31/08	106,563	2,794
04/30/08	114,808	8,245
05/30/08	121,910	7,102
07/01/08	124,786	2,876
07/31/08	129,414	4,628
08/31/08	132,694	3,280
09/30/08	136,974	4,280
10/31/08	144,830	7,856
12/02/08	149,201	4,371
12/31/08	152,571	3,370
2008 TOTAL		63,464
Monthly Average		5,289

2009 KIP 5004COL METER READINGS		
DATE	READING	USED
01/30/09	157,570	4,999
02/28/09	163,447	5,877
03/31/09	168,316	4,869
04/30/09	173,666	5,350
05/30/09	176,999	3,333
07/01/09	179,057	2,058
07/31/09	185,502	6,445
08/31/09	198,402	12,900
09/30/09	202,174	3,772
10/31/09	203,077	903
12/02/09	204,132	1,055
12/31/09	206,154	2,022
2009 TOTAL		53,583
Monthly Average		4,465

2010 KIP 5004COL METER READINGS		
DATE	READING	USED
01/30/10	211,733	5,579
02/28/10	214,810	3,077
03/31/10	222,582	7,772
04/30/10	225,240	2,658
05/30/10	238,469	13,229
07/01/10	243,544	5,075
07/31/10	245,913	2,369
08/31/10	250,679	4,766
09/30/10	252,359	1,680
10/31/10		
12/02/10		
12/31/10		
2010 TOTAL		46,205
Monthly Average		3,850

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 RCMC (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 RCMC shall apply as primary and not excess to any insurance issued in the name of the RCMC, et al."
- C. "The insurance company(s) issuing the policy or policies shall have no recourse against the RCMC 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 RCMC'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 Road Commission of Macomb County, 117 S. Groesbeck Hwy., Mt. Clemens, MI 48043. Insurance carriers are subject to the approval of RCMC.

INDEMNIFICATION

RCMC 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 RCMC and its commissioners, 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 RCMC for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the RCMC, its commissioners, officers, employees or agents".

PROPOSAL

RFP-10-09 – Maintenance Contract for KIP 5004COL w/1200 Auto Stacker
F.O.B. – 117 S. Groesbeck Highway, Mount Clemens, MI 48043

The undersigned herein submitted this bid or proposal and agrees to enter into an agreement with the Road Commission of Macomb County in accordance with the bid documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the Road Commission of Macomb County to reject any or all bids or proposals and to make such award that is in the best interest of the Road Commission of Macomb County.

Maintenance Cost per Month \$_____ /mo.

COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

Proposal:

Detailed description of services included in contract

Contract response time to service calls

The size and experience of your service department

Three references for whom you service KIP copiers

Attach additional information to proposal as required

WORK REFERENCES (at least three)

Name of Company	Location	Name of Person Approving Work and Telephone No.	Time Period of Project

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: _____
