

MACOMB COUNTY DEPARTMENT OF ROADS

DIRECTOR OF ROADS

Robert Hoepfner, P.E.

FINANCE DIRECTOR

Michelle M Mykytiak

PURCHASING DIRECTOR

JoAnna K. Strizic

**Request for Proposal: One (1) Year Contract for ITS Traffic Controller Cabinet Components
Release and Delivery as Required, May 1, 2011 – April 30, 2012
(Initial purchase quantities specified on page 4)**

Sealed proposals will be publicly opened at **11:00** A.M., E.S.T. on Wednesday, **April 6, 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 proposal 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 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 Macomb County Department of Roads 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. 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 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 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 Department of Road'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 Department of Roads form of proposal blank. The proposal shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
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 Macomb County Department of Roads 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 Department of Roads at the time the proposals 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. 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 Macomb County Department of Roads.
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 Macomb County Department of Roads. 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 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.

19. The Macomb County Department of Roads 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 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

Adam L. Merchant, P.E., P.T.O.E.
Traffic Engineer/Department Director

(586)-840-3064

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

PROPOSAL

WE, THE UNDERSIGNED, agree to furnish a **One (1) Year Contract for ITS Traffic Controller Cabinet Components, Release and Delivery as Required, May 1, 2011 to April 30, 2012** conforming to the attached specifications at the pricing indicated as noted. **F.O.B: 34592 Nova Street, Clinton Twp Mi, 48035.**

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.

Description	Initial Purchase Quantity	Make	Model	Unit Cost	Total Initial Purchase
Model 212 ITS Cabinet Monitor Unit (CMU)	25				
CMU Auxiliary Display Unit (CMU-ADU)	5				
Model 214 ITS Auxiliary Monitor Unit (AMU)	10				
Type 218 – Serial Interface Unit (SIU)	20				
Power Distribution Assembly ITS (PDA)	5				
Model 216-12 & 216-24 ITS Power Supply Unit	5				
Managed Ethernet Switch	5				
Input Assembly	5				
Output Assembly, 6 Pack	5				
Output Assembly, 14 Pack	10				
Cabinet Shelf-Drawer	10				

All prices firm for duration of the contract: _____yes _____no

Additional Documentation Attached: _____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:

**Request for Proposal
For
ITS Traffic Controller Cabinet Components**

PROJECT DESCRIPTION:

The Macomb County Department of Roads is requesting qualifications and proposal for providing ITS Traffic Controller Cabinet Components. All components will conform to the ITS Cabinet Standard v01.02.17b, of the joint AASHTO/ITE/NEMA committee on the ATC.

Submit any questions of specifications or drawings via e-mail to tgoike@rcmcweb.org. Please make any attachments to the questions in *.pdf format. Any correspondence via e-mail must not contain any pricing with it. Approvals will only be given regarding any specifications for equipment and not for award.

STANDARDS FOR COMPONENTS:

Model 212 ITS Cabinet Monitor Unit (CMU)

Section 4.4 ITS Cabinet Standard v01.02.17.b.

CMU Auxiliary Display Unit (CMU-ADU)

Section 4.4 ITS Cabinet Standard v01.02.17.b.

The CMU-ADU is a four-color LED by thirty-two channel display module with an interface to the Model 212 ITS Cabinet Monitor Unit (CMU).

The unit installs in a 1U height, 19-inch rack space and provides a menu driven user interface to the Model 212 ITS Cabinet Monitor Unit (CMU). The unit shall include a built-in diagnostic wizard. Data shall be passed between the CMU and the CMU-ADU via the cabinet Serial Bus #3. No modifications to the cabinet wiring should be required.

Model 214 ITS Auxiliary Monitor Unit (AMU)

Section 4.5 ITS Cabinet Standard v01.02.17.b.

Type 218 – Serial Interface Unit (SIU)

Section 4.7 ITS Cabinet Standard v01.02.17.b.

Power Distribution Assembly ITS (PDA)

Section 6.4.7 ITS Cabinet Standard v01.02.17.b.

Model 216-12 & 216-24 ITS Power Supply Units

Section 4.6 ITS Cabinet Standard v01.02.17.b.

Mounts in a 2U height, 19-inch rack space; provides both a 24VDC 5 Amp output and an independent 12VDC 5 Amp output over the full -34oC to +74oC (-30oF to 165oF) operating temperature range, modern switching technology, ferro-resonant technology NOT ACCEPTED, Full Output Regulation +/- 2% over line and load, High Efficiency, Power Factor Correction circuit to ensure a full load power factor of 0.98 or better, Inrush current limited, Separate green LED indicators to display AC input status, DC output status and associated fuse integrity, Input Voltage Operating Range: 80 Vac to 270 Vac at 60 or 50 Hz, Fused output for over-current protection, 1500 Watt suppressor voltage transient output protection.

STANDARDS FOR COMPONENTS: (continued)

Managed Ethernet Switch:

Mounts in a 1U height, 19-inch rack space; 24-port; field hardened; managed.

Input Assembly

Section 6.4.8 ITS Cabinet Standard v01.02.17.b.

Output Assembly, 6 Pack

Output Assembly, 14 Pack

Section 6.4.9 ITS Cabinet Standard v01.02.17.b.

Cabinet Shelf-Drawer

Mounts in a 1U height, 19-inch rack space.

PROPOSAL EVALUATION:

Scoring will be based on the ability of the proposal to demonstrate the following:

- Provision of controller components as defined in the special provision above.
- Lowest individual component price or lowest complete controller unit price.
- Most comprehensive Standard Manufacturer's warranty against defects.