

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: Annual Fire Extinguisher Inspection, Certification and Maintenance

Sealed proposals will be publicly opened at **11:00** A.M., E.S.T. on Wednesday, **September 14, 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 No proposal may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the proposal opening.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 MCDR 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
Director of Purchasing
(586) 791-3348

Leo Ciavatta
Maintenance Superintendent
(586) 463-8671

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

PROPOSAL

WE, THE UNDERSIGNED, agree to furnish to the MCDR₁ Fire Extinguisher Inspection, Certification and Maintenance conforming to the attached specifications at the pricing indicated. F.O.B., Various Locations, Macomb County, Michigan.

COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

Optional: Extension of award to the MITN Purchasing Cooperative

Accept Extension of award to MITN _____

Decline Extension of award to MITN _____

Annual Fire Extinguisher Maintenance

Price per Unit

2.5# ABC Annual Inspection & Tag	\$ _____ ea.
5# ABC Annual Inspection & Tag	\$ _____ ea.
10# ABC Annual Inspection & Tag	\$ _____ ea.
20# ABC Annual Inspection & Tag	\$ _____ ea.
10# CO2 Annual Inspection & Tag	\$ _____ ea.
20# CO2 Annual Inspection & Tag	\$ _____ ea.
2.5 Dry Chemical Annual Inspection & Tag	\$ _____ ea.
10# Purple K Annual Inspection & Tag	\$ _____ ea.
10# Halotron Annual Inspection & Tag	\$ _____ ea.
Conductivity Test Per NFPA	\$ _____ ea.

Six Year Maintenance & Recharge

5# ABC \$ _____ ea.

10# ABC \$ _____ ea.

2.5 Dry Chemical \$ _____ ea.

Hydrostatic Test (12 Years)

5# ABC \$ _____ ea.

10# ABC \$ _____ ea.

20# ABC \$ _____ ea.

Unit Price Items

Valve Stems \$ _____ ea.

Valve Repair \$ _____ ea.

Flag Tamper Seals \$ _____ ea.

Verification Service Collar \$ _____ ea.

Pull Pins \$ _____ ea.

OR-27 \$ _____ ea.

OR-29 \$ _____ ea.

195 PSI Pressure Gauge \$ _____ ea.

Hazardous Material Label \$ _____ ea.

Other Items Offered (price per unit)

 \$ _____ ea.

 \$ _____ ea.

Service Charge per Location (7 each): \$ _____ ea.

- Administration Building
- Superintendent's Office, Electrical Department
- Clinton Twp. S.C., Purchasing/Stockroom, Vehicle Maint.
- Sign Shop
- Washington Twp. S.C.
- New Haven S.C., Engineering Lab
- Shelby Twp., S.C.

Environmental Charge (if applicable) \$ _____ ea.

Hazmat Disposal Charge (if applicable) \$ _____ ea.

Miscellaneous Charge (specify) _____ \$ _____ ea.

MACOMB COUNTY DEPARTMENT OF ROADS

**SPECIFICATIONS FOR ANNUAL FIRE EXTINGUISHER INSPECTION,
CERTIFICATION AND MAINTENANCE**

1. Annual inspection, certification and maintenance of fire extinguishers at all Macomb County Department of Roads facilities.
2. Fire extinguishers will be located centrally at each location for inspection and maintenance. See page 7 for listing of locations.
3. Services are to be scheduled within 7 days of initial verbal receipt of order. Service hours are 8:00 a.m. to 3:30 p.m. at the Administration Building and 7:00 a.m. to 2:30 p.m. at the remaining locations, Monday through Friday.
4. All prices to be F.O.B. Macomb County, Michigan. Delivery Charges **MUST** be factored into the item cost and will not be allowed to be billed separately. **MCDR will not pay fuel surcharges.**
5. MCDR 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.
6. Method of Award:

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

The Director reserves the right to award the proposal 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.

8. Proposals will remain firm for a period of 60 days after official opening of proposals.
9. The successful vendor will be required to furnish comprehensive general liability insurance and workers' compensation as outlined in these specifications.
10. 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 _____

11. **The Department of Roads Safety Officer, Leo Ciavatta of the Superintendent's Department is the sole point of contact with regard to all scheduling and service matters concerning this RFP. Mr. Ciavatta can be reached at 586-463-8671 extension 2304.**
12. 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 MCDR.
13. 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.

Facility List

Administration Building Service Hours: 8:00am – 3:30pm	117 S.Groesbeck Hwy. & 156 Malow (Adjoining Bldg.) Mt. Clemens, MI 48043	586-463-8671
Superintendent's Office Electrical Department Service Hours: 7:00am – 2:30pm	23000 Rasch Street Clinton Twp., MI 48035	586-792-6935 586-791-3095
Clinton Twp. S.C. Purchasing/Stockroom Vehicle Maintenance Service Hours: 7:00am – 2:30pm	34592 Nova Street Clinton Twp., MI 48035	586-791-3373
Sign Shop Service Hours: 7:00am – 2:30pm	34592 Nova Street Clinton Twp., MI 48035	586-791-3222
Washington Twp. S.C. Service Hours: 7:00am – 2:30pm	12990 31 Mile Road Washington, MI 48094	586-752-4327
New Haven S.C. Engineering Lab Service Hours: 7:00am – 2:30pm	58270 William New Haven, MI 48048 58272 William New Haven, MI 48048	586-749-3966 586-749-8657
Shelby Twp. S.C. Service Hours: 7:00am – 2:30pm	51235 Napi Drive Shelby Twp., MI 48315	586-731-6233

Scope of Work: Contractor shall provide fire extinguisher maintenance which includes the following:

- A. Annual maintenance of all portable fire extinguishers to meet local, state, and federal requirements.
- B. At time of inspection, an assessment will be provided to assure the proper operation of the unit(s).
- C. Complete teardown of the unit when necessary to internally inspect, or hydro-test as required by local, state and federal agencies.
- D. Recharges and service calls.
- E. Fire extinguisher maintenance and unit assessment shall be completed on site.

Maintenance Program: Contractor shall perform the following assessment:

- A. Remove from hanger
- B. Check gauge pressure
- C. Check gauge condition and compatibility
- D. Check weight
- E. Check last hydro-test date
- F. Check last 6-year maintenance inspection (if applicable)
- G. Check valve and shell for damage or corrosion
- H. Check hose condition for cracks or splits
- I. Check hose threads
- J. Check for obstructions
- K. Break seal and remove pin
- L. Check upper and lower handles
- M. Replace locking pin and reseal
- N. Check valve opening for powder or any foreign matter
- O. Fluff powder (if applicable)
- P. Clean shell with spray
- Q. Check band
- R. Are unit classifications and instructions legible
- S. Tag extinguisher indicating the type and date of maintenance and identify the person or company who preformed the service
- T. View hazard
- U. Does the unit correspond with the hazard
- V. Is the unit properly hung with the proper manufacturer's hanger
- W. Has the unit been properly placed within the normal path of travel and/or conspicuous height
- X. Is the unit's use properly identified with class decal
- Y. Are the unit's operation instructions clear, visible and facing outward
- Z. Is the unit visible and unobstructed
- AA. Replace on hanger

Additional Instructions:

- A. Fire extinguisher site inspections shall be scheduled and a Purchase order number(s) issued. No additional work without prior authorization from the Superintendent's Department. Additional charges will not be paid unless pre-approved. Complete detailed reporting/invoice(s) shall be submitted to the Superintendent's Department.
- B. Deficiencies in coverage (i.e. lost or missing units) or units that do not pass certification shall be requisitioned by Macomb County Department of Roads personnel from Stockroom inventory.

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:
