



ADDENDUM

RFP-11-08

For

**Furnish, Maintain and Service Dumpsters
Commencing November 1, 2011 through October 31, 2012**

******* Proposals will be opened on October 6, 2011. *******

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: Furnish, Maintain and Service Dumpsters
Commencing November 1, 2011 through October 31, 2012**

Sealed proposals will be publicly opened at **11:00** o'clock A.M., E.S.T. on Wednesday, **October 5, 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 Macomb County Department of Roads reserves the right to reject any and all Requests for Proposals, to waive any informality and, unless otherwise specified by the vendor, to accept any items in the proposal. 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 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.** Facsimile and/or e-mail transmitted RFP's 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 he employs for the transmission thereof. Proposals shall be accepted by the 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 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 No proposal may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the opening.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 RFP is made without collusion with any other person, firm or corporation making any other quotation, or who otherwise would make a quotation, and agrees to furnish all quoted items in strict accordance with all Federal Regulatory Measures.

7. All proposals must be submitted on the Department of Roads form of proposal. 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 RFP and specifications and that he/she 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 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. When applicable, contractor shall furnish material safety data sheets for their products.
12. VENDORS ARE REQUIRED TO SUBMIT DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. SUBMITTED WITHOUT THE ABOVE DOCUMENTATION MAY BE CONSIDERED NON-RESPONSIVE AND REJECTED.
13. THIS RFP 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.
14. 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 Department of Roads. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.
15. Vendors will provide a general history, description and status of their company.
16. All applicable Federal and State laws and rules and regulations 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.
17. 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 #440.
18. The Macomb County Department of Roads will not pay fuel surcharges.
19. This document is available over the internet at www.mitn.info or www.rcmcweb.org.

JoAnna Strizic
Director of Purchasing
(586) 791-3348

Leo Ciavatta
Superintendent of Maintenance
(586) 463-8671 ext. 2304

Copies of Proposals and Tabs are available on the following websites:
www.mitn.info or www.rcmcweb.org

MACOMB COUNTY DEPARTMENT OF ROADS

SPECIFICATIONS / SCOPE OF WORK

1. Through this Request for Proposal (RFP), the Macomb County Department of Roads hereby invites businesses that meet the qualifications set forth herein to submit proposals consisting of furnishing all labor, material and equipment to perform all work required for the removal and disposal of trash and tires from the designated locations.
2. Proposal price shall include furnishing the dumpster with no adjustments for increased dumpsite charges. Any monthly rental fee is to be included in the per dump unit price. All containers shall be painted and in good repair. The contractor shall disinfect containers on an as needed basis. **Award will be based on low Total Minimum Cost Per Month.** A portion of the dumpster cost will be paid by the Michigan Department of Transportation. The successful contractor will be required to sign MDOT Form #426 as part of the required contract forms. All payments to the contractor will be made by the Macomb County Department of Roads. Additional dumpsters requested by service centers will be paid at the same cost per dumpster as proposed.
3. Contractor shall remove trash and garbage in a thorough and efficient manner by taking same from Macomb County Department of Roads premises and disposing in accordance with the applicable state and local laws or ordinances governing such disposal. All trash and tire removal shall be conducted in a manner that will not create a hazard nor hinder the Department of Roads operations. The contractor is responsible for all permits, fees and expenses related to the disposal of trash and tires. The contractor shall be solely responsible for clean up of any spillage or leakage from the container or transport equipment.
4. Contractor shall provide all personnel, vehicular equipment, work materials and supplies necessary for the proper and efficient performance of the general dumpster service throughout the term of this Agreement.
5. Contractor's personnel will be required to pick up and dispose of all debris left as a result of replacing or removing a dumpster from sites listed herein so as no residue of trash or garbage is left at such location. The contractor guarantees the reimbursement, repair or replacement, and restoration of any area damaged by careless or accidental use of equipment. The contractor agrees to repair or replace any fences, signs, and poles damaged or destroyed in the performance of the contract.
6. 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.**
7. 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.
8. Method of Award:

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

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

11. 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 _____

12. RFP Contact: Leo Ciavatta (586) 463-8671, Ext. 2304
13. 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.
14. 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

Washington Twp. Service Center Service Hours: 7:00am – 3:00pm	12990 31Mile Road Washington, MI 48094	(586) 336-1299
New Haven Service Center Service Hours: 7:00am – 3:00pm	58270 William Street New Haven, MI 48048	(586) 749-3966
Clinton Twp. Service Center Service Hours: 7:00am – 3:00pm	34592 Nova Street Clinton Twp., MI 48035	(586) 791-3081
Shelby Twp. Service Center Service Hours 7:00am-3:00pm	51235 Napi Drive Shelby Twp., MI 48315	(586) 731-6233
Administration Building Service Hours 8:00am-4:30pm	117 South Groesbeck Mt. Clemens, MI 48043	(586) 463-8671

PROPOSAL

WE, THE UNDERSIGNED, agree to furnish to the Macomb County Department of Roads **General Dumpster Services, F.O.B., at various locations, Macomb County, Michigan.**

COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

Description	Size	Type	Frequency	Cost Per Removal
Washington Twp. S.C.				
12990 31 Mile Road, Washington Twp., MI 48094				
Trash Removal	30 Yards	Roll Off	Upon Request	\$
Tire Removal	30 Yards	Roll Off	Upon Request	\$
New Haven S.C.				
58270 William Street, New Haven, MI 48048				
Trash Removal	30 Yards	Roll Off	Upon Request	\$
Tire Removal	30 Yards	Roll Off	Upon Request	\$
Clinton Twp. S.C.				
34592 Nova Street, Clinton Twp., MI 48035				
Trash Removal	30 Yards	Roll Off	Upon Request	\$
Tire Removal	30 Yards	Roll Off	Upon Request	\$
Shelby Twp. S.C.				
51235 Napi Drive, Shelby Twp., MI 48315				
Trash Removal	30 Yards	Roll Off	Upon Request	\$
Tire Removal	30 Yards	Roll Off	Upon Request	\$
Administration Building				
117 S. Groesbeck, Mt. Clemens, MI 48043				
Trash Removal	6 Yards	Front Load	Upon Request	\$

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.

INDEMNIFICATION

MCDR 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 MCDR 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 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 commissioners, officers, employees or agents”.

WORK REFERENCES (at least three)

Name of Company	Location	Name of Person Approving Work and Telephone No.	Time Period of Project
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NON-COLLUSION AFFIDAVIT

County)
)

_____ being first duly
sworn, deposes and says that he is the

(Individual, Partner, Corporate Officer)

making the foregoing proposals of bids; that such bids are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in sham a bid, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Joint Purchasers or any person or persons proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or to any member or agent thereof.

Sworn to and subscribed before me this _____ day of _____, 20_____

_____ Notary Public

My Commission Expires

BIDDER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR BID SUBMISSION.

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: _____