NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

PACKER TRUCK RENTAL

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name:_____
Project Name:_____
Firm's Contact Person:_____
Telephone Number:_____
Fax Number:_____
E-Mail Address:_____
Postal Address:_____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: September 9, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, September, 24, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Packer Truck Rental

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Packer Truck Rental

FOR OPENING: September 24, 2015

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website: www.portagemi.gov. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Purchasing Manager Judy Johnson at (269) 324-9284. If you have questions regarding specifications, please contact Ray Waurio, Deputy Director of Public Services at (269) 329-4430.

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REQUEST FOR BIDS
PACKER TRUCK RENTAL

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1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Bid Form

1.4.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.4.2. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5. Bids Submitted via Facsimile Equipment

1.5.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

"Sealed Bid _____ for opening_____"
Bid Name Date

1.5.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.5.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.5.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

1.6. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest Grand Total bid is determined by the City to be in the best interest of the City.

2. TERMS AND CONDITIONS

2.1. City Contract Administrator

The Deputy Director of Public Services, shall be the City Contract Manager. The City Contract Manager will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2.3. Contractor's Insurance

The successful bidder will also be required to furnish:

2.3.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.

2.3.2. Comprehensive General Liability Policy of at least $1,000,000 for personal injury and property damage.

2.3.3. Comprehensive Automobile Liability Policy of at least $1,000,000 for bodily injury and property damage on any automobile.

2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.

2.3.5. Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).

2.3.6. Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

2.3.7. Subcontractor Insurance: It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.5. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person

or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

2.6. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the Untied States District Court for the State of Michigan.

2.7. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.8. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

3. SPECIFICATIONS FOR RENTAL OF (8) PACKER TRUCKS

3.1. PACKER TRUCK RENTAL:

The City of Portage is soliciting bids for the rental of eight (8) rear load, packer trucks to be used in picking up and transporting leaves during the Fall Leaf Pickup Program and one (1) packer truck to be used in picking up and transporting leaves during the Spring Bagged Leaf Pickup Program. Qualified City of Portage Commercial Driver Licensed (CDL) operators will drive the trucks. The length of the rental agreement shall be for five (5) years with delivery dates and Leaf Pickup Program ending dates as indicated in the following table:

Fall Leaf Pickup Program Schedule for (8) Packer Trucks

Fiscal Year (July 1-June 30)	**(8) Packer Truck Delivery Dates**	**Leaf Pickup Program Ending Dates**
2016-2017	Wednesday, October 19, 2016	Friday, December 2, 2016
2017-2018	Wednesday, October 18, 2017	Friday, December 1, 2017
2018-2019	Wednesday, October 24, 2018	Friday, December 7, 2018
2019-2020	Wednesday, October 23, 2019	Friday, December 6, 2019
2020-2021	Wednesday, October 21, 2020	Friday, December 4, 2020

Spring Bagged Leaf Pickup Program Schedule for (1) Packer Truck

Fiscal Year (July 1-June 30)	**(1) Packer Truck Delivery Dates**	**Bagged Leaf Pickup Program Ending Dates**
2015-2016	Wednesday, March 30, 2016	Friday, April 29, 2016
2016-2017	Wednesday, March 29, 2017	Friday, April 28, 2017
2017-2018	Wednesday, March 28, 2018	Friday, April 27, 2018
2018-2019	Wednesday, March 27, 2019	Friday, April 26, 2019
2019-2020	Wednesday, April 1, 2020	Friday, May 1, 2020

3.2. PACKER TRUCK SPECIFICATIONS:

3.2.1 Minimum of 25 cubic yard trucks.
3.2.2 All trucks must be rear load units.
3.2.3 All trucks must be equipped with an upper winch at the rear of the unit for attaching and removing the leaf deposit chutes.
3.2.4 Lower receptacles capable of attaching leaf deposit chutes to the back of the compactor truck.
3.2.5 Equipped with the rear mounted toter dumper.
3.2.6 Equipped with all required Department of Transportation safety devices and equipment.
3.2.7 All trucks must be in good mechanical working condition.
3.2.8 Replacement trucks must be available within 24 hours of notification.
3.2.9 The trucks must not be older than five (5) years. This age limit applies to each year of the contract and each year of the renewal options.

3.3. MAINTENANCE OF TRUCKS:

3.3.1. All needed repairs will be reported to the lessor for approval before repairs are made by City of Portage certified mechanics.

3.3.2. All repair costs, (including lost time due to unit being out of service) that are authorized by the lessor will be deducted from the rental, before final payment will be made.

3.4. DELIVERY AND PICKUP:

3.4.1. Price quoted to include delivery to and pickup from the City of Portage Department of Public Services (DPS), 7719 South Westnedge Avenue, Portage Michigan per the previous listed schedule.

3.5. Fuel Surcharge – No fuel surcharges/modifications will be permitted during the life of this contract (5 years).

3.5.1. All trucks must be delivered to the City of Portage, in good working order.

3.5. CONTRACT PERIOD AND EXTENSION(S)

The contract resulting from this solicitation shall be in effect for a five (5) years commencing on or about January 1, 2016. The contract may be renewed for an additional three (3) year period.The city shall be the final authority in determining whether renewal proposal shall be accepted or new bids shall be solicited.

4. BID PROPOSAL

I, the undersigned, propose to rent, at the bid price shown, eight (8) packer trucks for fall leaf pickup and one (1) packer truck for spring bagged leaf pickup as per specifications supplied by the City of Portage, delivered to the City of Portage Department of Public Services (DPS), 7719 South Westnedge Avenue, Portage, Michigan 49002.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

Fall of

2016	Cost Per Truck for 6 Weeks		Total Cost for 8 Trucks for 6 Weeks
	$_____	x 8 =	$_____
2017	Cost Per Truck for 6 Weeks		Total Cost for 8 Trucks for 6 Weeks
	$_____	x 8 =	$_____
2018	Cost Per Truck for 6 Weeks		Total Cost for 8 Trucks for 6 Weeks
	$_____	x 8 =	$_____
2019	Cost Per Truck for 6 Weeks		Total Cost for 8 Trucks for 6 Weeks
	$_____	x 8 =	$_____
2020	Cost Per Truck for 6 Weeks		Total Cost for 8 Trucks for 6 Weeks
	$_____	x 8 =	$_____

Total cost for 8 trucks for 6 weeks for fall program– all five (5) years

$_____

Spring of

2016 Cost Per Truck for 4 Weeks Total Cost for 1 Trucks for 4 Weeks

$_____ x 1 = $_____

2017 Cost Per Truck for 4 Weeks Total Cost for 1 Trucks for 4 Weeks

$_____ x 1 = $_____

2018 Cost Per Truck for 4 Weeks Total Cost for 1 Trucks for 4 Weeks

$_____ x 1 = $_____

2019 Cost Per Truck for 4 Weeks Total Cost for 1 Trucks for 4 Weeks

$_____ x 1 = $_____

2020 Cost Per Truck for 4 Weeks Total Cost for 1 Trucks for 4 Weeks

$_____ x 1 = $_____

Total cost for 1 truck for 4 weeks for Spring program– all five (5) years

$_____

Grand total cost for 8 trucks for 6 weeks (fall program) & 1 truck for 4 weeks (spring program)– all five (5) years

$_____

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to renter's inspection and approval not later than the packer truck delivery dates set forth in the listed City of Portage Leaf Pickup Programs Schedule for Packer Trucks.

.

FIRM NAME:_____

BY:_____
Name and Title

BY:_____
Signature

DATE:_____ TERMS:_____
(Minimum of 30 days, please)

ADDRESS:_____
Street City State Zip Code

Phone:_____ Fax:_____

E-Mail:_____

DRAFT CONTRACT AGREEMENT

Following is a "*draft copy"* of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the ____ day of _____, 2015, by and between _____ _____ hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the delivery and rental of eight (8) packer trucks in the fall and one (1) packer truck in the spring, all in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for equipment and delivery/pickup as set forth in the conformed copy of the Contractor's proposal as filed with the City on the _____ day of _____:

Fall of			
2016	Cost Per Truck for 6 Weeks $_____	x 8 =	Total Cost for 8 Trucks for 6 Weeks $_____
2017	Cost Per Truck for 6 Weeks $_____	x 8 =	Total Cost for 8 Trucks for 6 Weeks $_____
2018	Cost Per Truck for 6 Weeks $_____	x 8 =	Total Cost for 8 Trucks for 6 Weeks $_____
2019	Cost Per Truck for 6 Weeks $_____	x 8 =	Total Cost for 8 Trucks for 6 Weeks $_____
2020	Cost Per Truck for 6 Weeks $_____	x 8 =	Total Cost for 8 Trucks for 6 Weeks $_____

Spring of			
2016	Cost Per Truck for 4 Weeks $_____	x 1 =	Total Cost for 1 Trucks for 4 Weeks $_____
2017	Cost Per Truck for 4 Weeks $_____	x 1 =	Total Cost for 1 Trucks for 4 Weeks $_____
2018	Cost Per Truck for 4 Weeks $_____	x 1 =	Total Cost for 1 Trucks for 4 Weeks $_____
2019	Cost Per Truck for 4 Weeks $_____	x 1 =	Total Cost for 1 Trucks for 4 Weeks $_____
2020	Cost Per Truck for 4 Weeks $_____	x 1 =	Total Cost for 1 Trucks for 4 Weeks $_____

as full compensation for furnishing all the equipment, and for the costs of all premiums on insurance and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Contractor's Proposal (or bid)
3. Specifications
4. Instructions to Bidders
5. Advertisement for Bids

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL) CONTRACTOR

Attest:

_____ By:_____
Signature

_____ _____
Print name and Title Print Name and Title

(SEAL) CITY OF PORTAGE

Attest:

_____ By:_____
Larry Shaffer, City Manager

Approved as to Form:

_____
Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. **If the contractor is a corporation, the following certificate must be executed:**

I,_____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation, then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I certify that the contract between the City of Portage and _____, Inc.
print or type name of corporation
was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its governing body and by-laws and is within the scope of its corporate powers.

_____
Print or type name of corporation

Dated:_____, 20_____ By:_____
Its:_____

B. **If contractor is an LLC, the following certificate must be executed:**

I, _____, certify that I am a member of the
print or type name
limited liability company named as Contractor in the contract and that such LLC is in good standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. I certify that the contract between the City of Portage and _____ LLC was validly executed on behalf
print or type name of LLC
of the LLC by _____ who was then a member of said
print or type name
LLC and has the authority to bind the LLC to contractual agreements and that such contract is within the scope of its powers.

_____
Print or type name of LLC

Dated:_____, 20_____ By:_____
Its:_____

C. **If the contractor is a sole proprietorship/partnership, the following certificate must be executed:**

I, _____, certify that I am the
print or type name
owner/partner of the company named as Contractor in the contract and that I have the authority to bind
_____, to contractual
print or type name of business (insert d/b/a if one exists)
agreements.

_____
Print or type name of company/DBA

Dated:_____, 20_____ By:_____
Its:_____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.

2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.

4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.