

## NOTICE

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

### CLEANING MAINTENANCE OF PARK BUILDINGS

If your firm plans to bid on this project, please send an E-mail response to [purchasing@portagemi.gov](mailto: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 2, 2015

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Thursday, October 8, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Cleaning Maintenance of Park Restrooms, Picnic Shelters and Enclosed Structures

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

SEALED BID: Park Structure Cleaning Maintenance

FOR OPENING: October 8, 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](http://www.portagemi.gov). Bid packages will also be mailed upon request.

A pre-bid meeting will be held at the Hayloft Theatre in the Celery Flats Historical Area (parking on Garden Lane at the Celery Flats Interpretive Center) at 9:00 a.m. on Thursday, September 24, 2015.

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.

Restrooms are open daily for your inspection. Questions may be directed to John Milowe, Parks Superintendent at (269) 329-4524, 7:30 a.m. to 3:30 p.m., Monday through Friday.

If you have any questions regarding purchasing procedures, please contact Purchasing Manager Judy Johnson at (269) 324-9284.

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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 sixty (60) 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. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. 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. Nondiscrimination

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.

#### 1.6. 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.

1.7. Bids Submitted via Facsimile Equipment

1.7.1. Transmittal page must be plainly marked and faxed to 269-329-4535.

“Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_”  
Bid Name Date

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

1.7.3. 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.

**1.7.4. 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.**

1.8. Proposal Guarantee -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.

1.9. Contractor's Insurance--

Proof of Insurance Coverage: The successful bidder will also be required to furnish to the City of Portage, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Portage at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$2,000,000/occurrence for personal injury and property damage.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile

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).

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

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.

#### 1.10. City Contract Administrator

The Public Service Department, Parks Superintendent shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

#### 1.11. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and

regulation in 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.

- 1.12. 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 United States District Court for the State of Michigan.
- 1.13. 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.
- 1.14. Compensation to be paid to the Contractor -- Payment will be made upon satisfactory completion of the work, net 30 days.
- 1.15. Qualifications of Bidders: Bids will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in the attached specifications. In order to determine his/her qualifications, each bidder is requested to furnish a listing of comparable contracts which he/she has performed; a brief history of his/her operating organization and three references.
- 1.16. Power and Water: Electric power will be furnished by the City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his/her work. Hot and cold water will also be made available to him/her as necessary for that purpose.
- 1.17. Default: The City may, by written notice to the contractor, terminate the contractor's right to proceed as to the whole or any part of the contract: (1) if the contractor fails to perform the services within the time specified or any extension thereof; or (2) so fails to make progress as to endanger performance of the contract in accordance with its terms; or (3) the Contractor fails to perform any other provisions of the contract. In the event of such termination, the City may deem appropriate that the Contractor shall be liable to the City for any excess costs for such services similar to those so terminated.
- 1.18. Contract Period: The contract resulting from this solicitation shall be in effect from January 1, 2016 through December 31, 2016, subject to availability of funds.

- 1.19. Renewal Option: The contract may be renewed for an additional four one year periods upon mutual agreement of the city and contractor. The city shall be the final authority in determining if a renewal proposal shall be accepted.
- 1.20. Additions and Deletions: The City may, at its option, add to or delete from those areas covered by this contract, as it may serve the best interest of the City. The cost of additions or deductions will be mutually agreed to by the city and the contractor prior to the work being conducted.
- 1.21. Extra Work: During the period of this contract, there may be occasions when extra services are required which are not a part of this contract. Costs for cleaning services provided in these situations will be negotiated at the time of each occurrence.
- 1.22. Basis of Award  
Award will be made to a responsive and responsible bidder whose lowest Seasonal Cleaning Total is determined by the City to be in the best interest of the City. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

## 2. SCOPE OF SERVICE:

- 2.1. The City of Portage provides quality restrooms in its parks and other public facilities. You will find them to be physically well maintained, freshly painted, and well lit, with ceramic floor and half-walls with proper fixtures. Enclosed structures are equipped in a similar manner and rented by the public for meetings, weddings, training sessions, etc. The contractor selected to maintain these facilities must be able to provide a quality service *daily*.
- 2.2. The City of Portage is seeking sealed bids for the cleaning maintenance of restrooms, pavilions and enclosed structures. Restrooms will be maintained in 18 separate locations along with 16 open picnic shelters and 4 enclosed structures used for group rentals.
- 2.3. The contractor shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of workmanlike, satisfactory janitorial services.

2.4. Frequency of Service

April	Pre-season cleaning of restrooms prior to opening; shelters, and softball office.
May 1 – October 31	7 Days per week, 18 restrooms.
May 1 – October 31	Weekly cleaning of 16 picnic shelters
May 1 – October 31	Monthly cleaning of South Westnedge Ball Park Softball Office
January 1 – December 31	As needed pre and post Use structure cleaning. Calendar. Schrier Pavilion, Grain Elevator, Stuart Manor, Hayloft Theatre.

3. **SPECIFICATIONS:** Cleaning Maintenance of Park Restrooms, Picnic Shelters And Enclosed Structures

3.1 **General Information**

- 3.1.1 Refer to Attachment A for locations and descriptions of facilities to be maintained.
- 3.1.2 Contractor will supply all cleaning products, tools, ladders and equipment, and trash can liners necessary to complete all work.
- 3.1.3 The City will supply paper products and light bulbs.
- 3.1.4 The contractor will be responsible for pickup of City supplied items stored at the DPS facility at 7719 S. Westnedge. The contractor will have access to supplies during regular business hours 7:30 a.m. to 4:00 p.m. No supplies will be available during the weekend.
- 3.1.5 The contractor will supply a bi-weekly list of all supplies used and provided by the City.
- 3.1.6 Contractor will designate one individual as a liaison between the contractor and the city. This individual must be immediately reachable between 8:00 a.m. and 5:00 p.m. Cell phone contact would be preferred.
- 3.1.7 Contractor will meet with a Public Service Department Representative biweekly to review each of the maintained facilities.
- 3.1.8 Contact person with the city will be John Milowe, Parks Superintendent. He can be reached at (269) 329-4524 or the Public Service main office at 269 329 4444

3.1.9 Park Rangers unlock gates and restrooms daily. If contractor finds gates/restrooms locked, the contractor will be responsible for unlocking gates and buildings.

3.1.10 One complete set of keys will be issued to contractor on first day of operation.

### **3.2. Pre-Season Maintenance**

3.2.1 All restrooms in attachment A will require a detailed cleaning prior to the public May 1. This includes cleaning of ceilings, walls, doors, partitions, ceramic fixtures, metal faucets, light fixtures, dispensers, and power scrubbing of floors. Restrooms must be inspected and approved by the Public Service Department contact person. See attachment A for list of restrooms/restroom pairs.

3.2.2 All open shelters/gazebos will be power washed prior to May 1st each spring.

3.2.3 South Westnedge Ball Park Softball Office cleaned prior to May 1<sup>st</sup> each spring.

### **3.3. Daily Restroom Cleaning**

3.3.1 All restrooms listed in attachment A will be cleaned daily.

3.3.2. All work is to be completed by 9:30 a.m. each day. The contractor is expected to handle all cleaning in the overnight and early morning hours, seven days a week, and will alter their schedule to accommodate and complete all work prior to the start of all Parks calendar events.

3.3.3. The contractor will schedule all work so as to provide appropriate cleaning prior to the start of rentals and special events. An electronic copy of the Parks event calendar can be made available via E mail.

3.3.4. Clean lavatory, inside and outside of urinal and stool with D.D.D. (disinfectant, deodorant, detergent) and hot water.

3.3.5. Sweep floors daily,

3.3.6. All floors will be mopped once weekly at a minimum using mop with D.D.D. All floors must be mopped using hot water and D.D.D., as needed daily when floors are visibly dirty.

3.3.7. Clean walls and partitions as needed daily.

- 3.3.8. Supply all dispensers with paper towels, toilet paper, hand soap, deodorant cakes/batteries when needed. Notify Public Service Department contact person daily by 9:30 a.m. of non-working dispensers when noted.
  - 3.3.9. Empty waste paper cans in nearest outside trash barrel.
  - 3.3.10 Flush all stools and urinals, run all water, watching for leaks and proper function. Report all needed repairs to Public Service Department contact person.
  - 3.3.11 Check all door handles, door closures and safety chains, partition latches, locks, etc., and report all needed repairs to Public Service Department contact person.
  - 3.3.12 Unclog any stool, urinal, sink that you observe to be clogged. If you cannot repair, leave facility locked and call the Public Service Department contact person immediately.
  - 3.3.13 Clean all drinking fountains.
  - 3.3.14. Check all lights and replace bulbs as needed, and remove cobwebs, dirt, bugs, etc. as required from lens covers.
  - 3.3.15. Check walls, ceilings, and corners for cobwebs and remove when noted.
  - 3.3.16. Observe ceilings (inside and outside) and skylights. Remove debris and clean when noted.
  - 3.3.17. Vandalism (writing on the walls) will be cleaned and removed immediately. If cleaning cannot remove, the contractor must notify the Public Service Department contact person immediately.
  - 3.3.18. Whenever the contractor leaves a facility unlocked and open to the public, it must be clean, properly supplied, and pleasant smelling. No exceptions.
  - 3.3.19. The contractor is required to notify the Public Service Department contact person by phone daily at 329-4444 by 9:30 a.m. if they are unable to resolve, any contractual items, including leaks, vandalism, etc.
- 3.4 **Weekly Cleaning of Picnic Shelters** Clean all picnic shelters and gazebos, washing the picnic tables weekly with D. D. D. and water and sweep, blow clean, or hose clean all floors. The contractor will responsible for maintaining the entire shelter, including lights lenses, free of insects, dust , cobwebs and other debris.

- 3.5 **Monthly Cleaning South Westnedge Ball Park Softball Offices** Contractor shall clean the interior of the softball office, including cleaning all counter tops, windows, ledges, doors, and mop floors.
- 3.6 **Post Use Weekly Building Cleaning**
- 3.6.1. The Contractor will be notified of required cleanings to be completed outside the normal daily required service. Most occurrences involve weekend building rentals or special events. The Rental groups are required to perform basic cleaning at the end of their rental.
- 3.6.2 The Contractor is responsible to review and check the Parks event calendar for events requiring a cleaning.
- 3.6.3. Structures included in post use cleaning are; Stuart Manor, Grain Elevator, Hayloft Theatre, and Schrier Park Pavilion.
- 3.6.4. The weekly calendar will identify dates and times and structures requiring post use cleanings.
- 3.6.5. An electronic copy of the event calendar will be provided to the contractor 48 hours in advance.
- 3.6.6. The calendar will also be posted in the Parks Superintendent's office at the DPS facility, 7719 S. Westnedge.
- 3.6.7. The contractor will schedule all work so as to complete cleaning prior to 6:00am on the day of the rental. An electronic copy of the Parks rental schedule can be made available via e mail.
- 3.6.8. Consecutive day rentals: the contractor will be expected to handle cleanings in the overnight and early morning hours.
- 3.6.9. Detailed specifications for each facility are included in sections below.
- 3.6.10. Cleaning between same day rentals in one facility will be the responsibility of the Department of Park Recreation and Senior Center Services.
- 3.7. **Post Cleaning Specifications for Schrier Park Pavilion, Stuart Manor, Hayloft Theatre and Grain Elevator.**
- 3.7.1 **Schrier Park Pavilion Cleaning**, January 1 through December 31.
- A. The pavilion will be cleaned per the Parks event calendar. The doors from the restrooms to the pavilion will be left locked. The two restrooms will be cleaned daily as described in section 3.3.

- B. Tables and chairs will be stacked on appropriate storage devices in the southeast storage room of the room and washed clean as frequently as necessary.
- C. Floor will be wet mopped.
- D. Clean ashes from fireplace.
- E. Empty waste containers and place material in barrels outside pavilion.
- F. Clean drinking fountain.
- G. Wash all windows inside and out monthly, dusting window sills; wash painted wall as needed.
- H. Remove cobwebs, dust, etc., from walls and ceiling as needed.
- I. Remove bugs and clean light fixtures as necessary.
- J. Clean, dust, and mop storage room

3.7.2 Grain Elevator – January 1 through December 31.

- A. The Grain Elevator will be cleaned per the Parks event calendar.
- B. Fold tables and stack chairs in southwest corner of the main floor and wash clean as frequently as necessary.
- C. Dust mop the wood floors on both levels and clean both sets of steps. Wet mop as necessary.
- D. Empty waste containers and place materials in barrels outside.
- E. Wash all windows inside and outside as practical every two weeks.
- F. Clean ceiling fans as needed. Dust all windowsill ledges, beam tops and other horizontal surfaces as necessary.
- G. Remove all cobwebs from ceilings, walls, lights, windows, and corners.

3.7.3 Stuart Manor Cleaning - January 1 through December 31.

- A. Cleanings will be scheduled per the Parks events calendar.
- B. Unlock and turn off alarm system.

- C. Clean stool, lavatory, mirrors, and fixtures in bathroom. Empty wastepaper, add toilet paper and c-fold towels, and hand soap as needed.
- D. Empty trash can in kitchen and install new liner, add c-fold towels in kitchen, as needed.
- E. Vacuum all carpets.
- F. Clean kitchen sink and wipe counters, cabinets, and appliances as needed.
- G. Clean windows as needed.
- H. Wipe window sills upstairs and downstairs, remove all dead insects.
- I. Dust all furniture as needed.
- J. Clean storage room between kitchen and basement.
- K. Dust mop all wood floors, upper and lower level; wet mop when necessary. Move small table in foyer bay window area and sweep underneath.
- L. Sweep and wet mop floor covering in parlor and dining room as necessary.
- M. Wash marks on walls as necessary.
- N. Remove cobwebs from all ceilings, windows, lights, walls and corners.
- O. Contact the Public Services Department at 329-4444 immediately for any situations requiring immediate attention.
- P. Wipe and clean all appliances inside and out, including refrigerator, stove and microwave.
- Q. Arm alarm system and leave Manor locked.

3.4. Hayloft Theatre Cleaning - April 1 – October 31

- A. Cleanings will be scheduled per the Parks events calendar
- B. The Hayloft Theatre will be cleaned three times between April – October. The cleaning will consist of the following procedures.
- C. Unlock and turn off alarm system in lower section of the building.
- D. Wash or clean all walls in lower level of building.

- E. Dust and wet mop all floors in lower level of building.
- F. Clean interior lower level restroom. Clean stool and lavatory mirrors, fixtures. Empty waste baskets. Fill paper and hand soap dispensers.
- G. Clean two dressing rooms.
- H. Clean office and utility room in lower level of building.
- I. Clean and dust all walls in upper level of building to approximately eight feet in height. Remove cobwebs and dust throughout building.
- I. Wet mop all wood floors in upper level, including stage. Use caution near stage curtain.
- J. Clean stairwell between upper and lower levels.
- K. Vacuum floors of lower and upper levels as necessary.
- L. Empty all trash receptacles and install new can liners.
- M. Contact Public Services at 329-4444 immediately for noted repairs and situations requiring immediate attention.

3.8 Extra Services, as Scheduled per the Park Event Calendar

3.7.1 Celery flats amphitheater

- A. Wipe down 120 chairs, blow aisles and stage area and remove debris.
- B. This work must be completed two hours prior to rental start time.

3.7.2 Hayloft Theatre Chairs

- A. Wipe down approximately 220 chairs
- B. Remove and stack chairs behind stage curtains.
- C. This work must be completed two hours prior to rental start time.

**4. BID PROPOSAL – COMPREHENSIVE JANITORIAL SERVICES**

I, the undersigned, having thoroughly familiarized myself with all the bid documents, including Information and Instructions to Bidders and the specifications incorporated herein by reference thereto, hereby propose to clean park restrooms, picnic shelters, and enclosed structures for the City of Portage for the period beginning January 1, 2016 and ending December 31, 2016 at the following price(s):

	Unit of Measure	Estimated Quantity	Unit Cost	Season Price
<u>SEASONAL CLEANING</u>				
I. Pre-season cleaning of all restrooms (see Attachment A for list) and power washing of all open shelters.	L.S.	1	\$ _____	\$ _____
II Weekly cleaning of picnic shelters.	Month	6	\$ _____	\$ _____
III. Daily cleaning of restrooms see Attachment A for list	Month	6	\$ _____	\$ _____
IV. Pre and post use Cleaning, as needed basis per calendar.				
A. Schrier Park	Each Cleaning	42	\$ _____	\$ _____
B. Stuart Manor	Each Cleaning	20	\$ _____	\$ _____
C. Grain Elevator	Each Cleaning	25	\$ _____	\$ _____
D. Hayloft Theatre	Each Cleaning	306	\$ _____	\$ _____
Total Pre and Post Use Cleaning (A, B, C, D)				\$ _____
SEASONAL CLEANING TOTAL, ITEMS I, II, III, IV				\$ _____

Extra Services as Scheduled per the Park Event Calendar

Clean & Restack Hayloft Theatre Chairs	Each Cleaning	\$ _____
Clean Amphitheater Chairs	Each Cleaning	\$ _____

List three businesses that you provide cleaning services for now as references:

Business	Contact Person	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

The undersigned attaches hereto a bidder's bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

ALL EXCEPTIONS TAKEN TO THE SPECIFICATION SUPPLIED BY THE CITY OF PORTAGE SHOULD BE ATTACHED AND CLEARLY NOTED ON A PLAIN BOND SHEET.

TERMS: \_\_\_\_\_  
(Minimum of 30 days, please specify any discounts given)

BIDDER FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Print or Type

POSITION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail \_\_\_\_\_

ATTACHMENT A

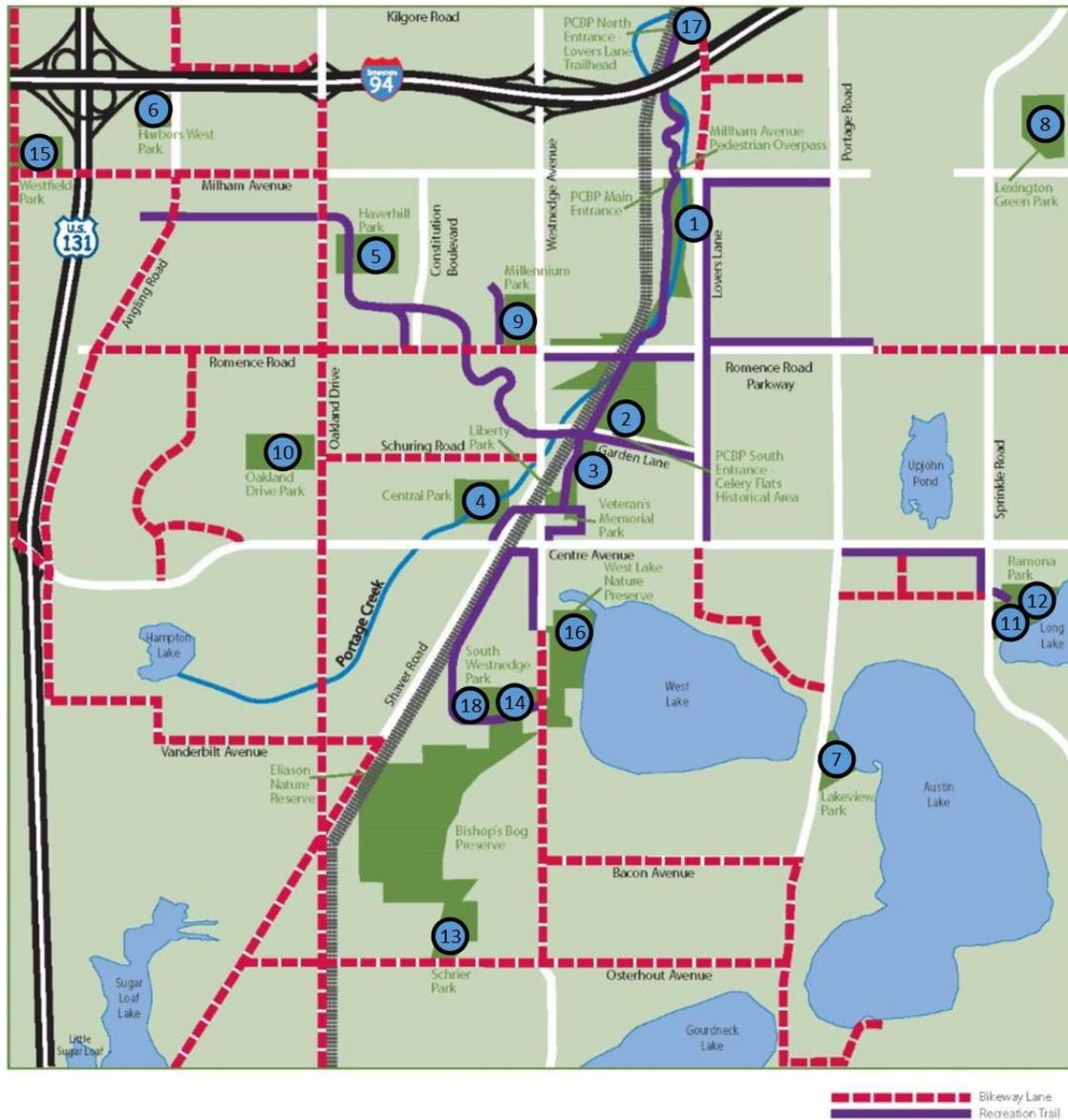
(18) Daily restrooms and 16 picnic shelter locations

<b>LOCATIONS</b>	<b>RESTROOM PAIRS cleaned daily</b>	<b>PICNIC SHELTERS cleaned weekly</b>
1) Bicentennial Park	1	1
2) Celery Flats – Interpretive Center	1	1
3) Celery Flats – Hayloft Theatre	1	
4) Central Park	1	1
5) Haverhill Park	1	
6) Harbors West	1	1
7) Lakeview Park	1	2
8) Lexington-Green Park	1	2
9) Millennium Park	1	
10) Oakland Drive Park	1	1
11) Ramona Park – Ball Diamonds	1	1
12) Ramona Park – Beach Area	1	2
13) *Schrier Park	1	
14) South Westnedge Park	1	1
15) Westfield Park	1	1
16) West Lake Nature Preserve	1	1
17) Trailhead Park	1	1
18) Skate Park – South Westnedge Park	1	

Totals: 18 Restroom Pairs; 4 Enclosed Facilities, 16 Picnic Shelters

\*Please note that the restrooms in the Schrier Park pavilion are accessible from the outside. Therefore, it is necessary to clean them on a daily basis. The Schrier Park pavilion is included with the pre and post use calendar.

## PORTAGE PARKS SYSTEM



### LOCATIONS:

- |                                     |                               |                                     |
|-------------------------------------|-------------------------------|-------------------------------------|
| 1) Bicentennial Park                | 8) Lexington Green Park       | 15) Westfield Park                  |
| 2) Celery Flats—Interpretive Center | 9) Millennium Park            | 16) West Lake Nature Preserve       |
| 3) Celery Flats—Hayloft Theatre     | 10) Oakland Drive Park        | 17) Trailhead Park                  |
| 4) Central Park                     | 11) Ramona Park—Ball Diamonds | 18) South Westnedge Park—Skate Park |
| 5) Haverhill Park                   | 12) Ramona Park—Beach Area    |                                     |
| 6) Harbors West                     | 13) Schrier Park              |                                     |
| 7) Lakeview Park                    | 14) South Westnedge Park      |                                     |

## *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**  
**DRAFT 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 cleaning of park facilities all in strict accordance with the Plans and 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 material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_ day of \_\_\_\_\_ the sum of which shall not exceed:

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds 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 Plans and 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. Notice to Bidders

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: \_\_\_\_\_  
Laurence 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 \_\_\_\_\_,  
print or type name of corporation  
Inc., 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. [If the LLC is not a Michigan LLC, 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 \_\_\_\_\_  
print or type name of LLC  
LLC was validly executed on behalf of the LLC by \_\_\_\_\_  
print or type name  
who was then a member of said 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  
owner/partner of the company named as Contractor in the contract and that I have the authority to bind  
to contractual agreements.

print or type name

print or type name of business (insert d/b/a if one exists)

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.