

## NOTICE

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

### EMPLOYEE UNIFORM RENTAL

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 Department 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: November 8, 2011

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Monday, November 21, 2011 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Employee Uniform 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: Employee Uniform Rental

FOR OPENING: Monday, November 21, 2011

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/Departments/Purchasing/BidOpportunities.aspx](http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx).

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 the specifications, please contact Greg DeVries, Streets & Equipment Services Coordinator at (269) 329-4439

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534.

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## 1. INSTRUCTIONS TO BIDDERS

### 1.2. 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.

### 1.3. 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 one hundred twenty (120) days after the date of opening set forth in the advertisement.

### 1.4. Bid Opening

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

### 1.5. Bid Form

1.5.3. 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.

1.5.4. 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.

1.5.5. 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.

1.6. Bids Submitted via Facsimile Equipment

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

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

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

**1.6.5.** 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.**

1.7. Basis of Award.

The basis of award will be the GRAND TOTAL. Each proposal shall have the unit prices and extensions checked for correctness. 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. The estimated quantities of items in the bid proposal and Section 3.3, Specific Uniform Requirements List, are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

2. **TERMS AND CONDITIONS**

2.2. City Contract Administrator

Streets & Equipment Services Coordinator Greg DeVries, 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.

2.3. Contract Term

The contract will be awarded for a 30 month period, beginning January 1, 2012, with an option to renew for an additional 36 month period upon mutual agreement of both parties.

2.4. 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 times 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.

## 2.5. Contractor’s Insurance

The successful bidder will also be required to furnish:

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

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

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

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

2.5.7. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).

2.5.8. The certificates of insurance indicated above shall be endorsed to provide at least 30 days prior written notice shall be given to the City of cancellation, material change in policy or of intent not to renew and 10 day cancellation notice for non-payment of premium..

2.5.9. 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.

## 2.6. 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.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. Compensation to be Paid to the Contractor

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

2.11. Extra Work

The contractor agrees to perform extra work when so authorized and required and supply the materials for the same, and the City agrees to pay for such work in accordance with the terms of the proposal. However, additional uniforms due to increased number of employees or increased changes per employee does not constitute "extra work," prices shall be as stated herein.

2.12. Termination

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 if 1) if the Contractor fails to perform the services within the time specified or any extension thereof, or 2) the Contractor 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 it appropriate to contract for services similar to those so terminated.

3. **SPECIFICATION**

The following are requirements for the rental and cleaning of uniforms for the City of Portage Public Services Department, Department of Parks and Recreation, and the Community Development Department. Unless otherwise stated, ALL ITEMS HEREIN ARE REQUIRED SPECIFICATIONS. Any deviations, exceptions, or items not available must be specified and explained. A sample of each item to be provided by the bidder shall be sent to the Portage Purchasing Department, prepared upon request. The items to be used for evaluation purposes will then be returned to the bidder.

3.2. **GENERAL REQUIREMENTS**

- 3.2.3. All new uniforms will be provided by the beginning of contract with new emblems attached. New uniforms will also be provided for size changes, replacements, new employees, etc.
- 3.2.4. Uniform pickup and return will be weekly.
- 3.2.5. Uniforms will be counted by vendor when turned in and a count provided of clean uniforms returned for each employee. Invoices will reflect actual counts, not estimates.
- 3.2.6. All uniforms provided for additional employees and replacements will be new uniforms, not used.
- 3.2.7. Each employee will receive back clean uniforms equal to the quantity turned in the prior week or all weekly charges will be deducted for that employee.
- 3.2.8. New employee or replacement uniforms will be provided within two weeks of notification.
- 3.2.9. All repairs and/or alterations will be completed within a week or all weekly charges will be deducted for that employee.
- 3.2.10. New emblems will be installed on all new uniforms prior to issuance.
- 3.2.11. Uniforms must be made available in female style.
- 3.2.12. Must be able to provide short sleeve and long sleeve mixture of dress shirts.
- 3.2.13. Must be able to provide uniforms in colors and styles specified.

3.3. **SPECIFIC UNIFORM REQUIREMENTS**

Item	Style	Fabric	Color(s)	Pieces per Employee	Estimated Number of Employees

Shirt	Work	Cotton	Green	13	7
Shirt	Work	Cotton	Blue	13	2
Pant	Work	Cotton	Green	13	7
Pant	Work	Cotton	Blue	13	2
Pant	Work	Cotton	Brown	13	9
Pant	Dress/Pleated	Blend	Variety	13	4
Pant	Dress/Not Pleated	Blend	Variety	13	4
Pant	Dress/Pleated	Blend	Variety	7	1
Pant	Dress/Pleated	Blend	Gray	7	1
Pant	Dress/Not Pleated	Blend	Gray	7	3
Shirt	Dress/Button Down	Blend	Variety	13	7

#### 3.4. FLOOR MATS - PUBLIC SERVICES

3.4.3. Provide (7) 3' x 5' - change weekly

3.4.4. Provide (6) 3' x 10' - change weekly

**CITY OF PORTAGE**  
**3.0 CITY OF PORTAGE**  
**BID PROPOSAL**

I, the undersigned, propose to furnish at the bid prices shown below the employee uniforms as listed per the specifications supplied by the City of Portage, delivered to the City of Portage Department of Public Services at 7719 S. Westnedge Avenue, Portage, MI 49002.

<u>Item</u>	<u>Style</u>	<u>Fabric</u>	<u>Color(s)</u>	<u>Pieces per Employee</u>	<u>Estimated Number of Employees</u>	<u>Jan. 1, 2012 – June 30, 2014</u>	
						<u>Per Employee</u>	<u>Weekly Cost Total</u>
Shirt	Work	Cotton	Green	13	7	\$_____	\$_____
Shirt	Work	Cotton	Blue	13	2	\$_____	\$_____
Pants	Work	Cotton	Green	13	7	\$_____	\$_____
Pants	Work	Cotton	Blue	13	2	\$_____	\$_____
Pants	Work	Cotton	Brown	13	9	\$_____	\$_____
Pants	Dress/Pleated	Blend	Variety	13	4	\$_____	\$_____
Pants	Dress/Not Pleated	Blend	Variety	13	4	\$_____	\$_____
Pants	Dress/Pleated	Blend	Variety	7	1	\$_____	\$_____
Pants	Dress/Pleated	Blend	Gray	7	1	\$_____	\$_____
Pants	Dress/Not Pleated	Blend	Gray	7	3	\$_____	\$_____
Shirts	Dress-Button	Blend	Variety	13	7	\$_____	\$_____
<b>Uniforms Subtotal</b>							\$_____

<u>Other Charges</u>	<u>Estimated Units</u>	<u>Weekly Cost</u>
<u>Floor Mats</u>		
Floor Mats 3' x 5' (change weekly – cost per mat)	7	\$_____
Floor Mats 3' x 10' (change weekly – cost per mat)	6	\$_____
<u>Charges for New Employees</u>		
Emblems – Employee Name on Shirt	1	\$_____
Emblems - City of Portage Emblem on Shirt	1	\$_____
<u>Repairs</u>		
Shirt Size Changes	1	\$_____
Pant Size Changes	1	\$_____
<b>Other Charges Subtotal</b>		\$_____

<b>GRAND TOTAL (Uniform Subtotal + Other Charges Subtotal)</b>	<b>\$_____</b>
----------------------------------------------------------------	----------------

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

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

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

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

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

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

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

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

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

## *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 \_\_\_\_\_, 2012, 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 employee uniform rental, 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 material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_ 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 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. Terms and Conditions
5. Instructions to Bidders
6. 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: \_\_\_\_\_

Maurice Evans, 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. I certify that the contract between the City of Portage and  
\_\_\_\_\_, Inc. was validly executed on behalf of the  
print or type name of corporation  
corporation by \_\_\_\_\_ who was then the \_\_\_\_\_  
print or type name print or type name of title  
of said corporation and has the 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: \_\_\_\_\_

