

## NOTICE

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

### Curbside Recycling

If your company plans to submit a proposal on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Company'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 Released: April 16, 2012

**REQUEST FOR PROPOSALS**

The City of Portage will open proposals on Thursday, May 3, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

**CURBSIDE RECYCLING**

You are invited to submit a proposal for this project. Sealed proposals 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 PROPOSAL:        Curbside Recycling

FOR OPENING:            May 3, 2012

General specifications, description and conditions upon which the 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). Proposal packages will also be mailed upon request.

A pre-proposal meeting is scheduled for Thursday, April 26, 2012 at 10:00 a.m. in the Parks, Recreation & Public Service Conference Room, 7919 South Westnedge Avenue. City of Portage staff will be present for the purpose of addressing the specifications and/or answering any inquiries you may have about the project or procedures.

The City reserves the right to reject any or all proposals, to waive any irregularities, and further reserves the right to accept any proposal or parts of proposals or negotiate contract terms whichever it deems to best serve the interest of the City.

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

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# 1. INSTRUCTIONS FOR PROPOSAL SUBMISSION

## 1.1. Examination of Proposal Documents

Before submitting a proposal, companies 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 proposal form.

## 1.2. Withdrawal of Proposals

Any company 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. Proposal Opening

Proposals will be opened and publicly read aloud at the time and place set forth in the Request for Proposals.

## 1.4. Proposal Form

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

1.4.1.1. Five (5) copies of the Proposal

1.4.1.2. Five (5) copies of the Information Sheet

1.4.1.3. Five (5) copies of all Additional Information, as required.

1.5. Modifications: Alternate written proposals submitted may be considered, including single-stream recycling; however, final determination as to suitability and/or compliance with specifications of the City will lie with the City. Oral proposals or modifications will not be considered.

1.6. 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 company to see that its proposal is received in the proper time. Any proposal received after the proposal opening date and time shall be returned to the company unopened.

1.7. 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 companies 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 proposals 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.

1.8. Proposals Submitted via Facsimile Equipment

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

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

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

1.8.3. Whenever a proposal guaranty/bond is required, proposals 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 Request for Proposals, or such proposal may be considered non-responsive.

**1.8.4. In electing to use the facsimile option, the company assumes full responsibility for any and all errors, omissions, or mistakes that result**

**in a proposal not being submitted in a timely manner, whether or not the mistake was the fault of the company.**

1.9. Contractor's Insurance

The successful company will also be required to furnish:

- 1.9.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- 1.9.2. Comprehensive General Liability Policy of at least \$5,000,000 per occurrence for personal injury and property damage.
- 1.9.3. Comprehensive Automobile Liability Policy of at least \$5,000,000 CSL for bodily injury and property damage on any automobile.
- 1.9.4. Umbrella or Excess Liability \$5,000,000
- 1.9.5. ALL INSURERS SHALL BE LICENSED AND AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 1.9.6. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed, and the General Liability and Automobile Liability policies shall contain the following statement:
- 1.9.7. THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY.
- 1.9.8. ALL COVERAGES MENTIONED ABOVE WILL BE REQUIRED TO HAVE THE POLICIES ENDORSED TO STATE THAT A 30 DAY NOTICE OF CANCELLATION, 10 DAYS FOR NON-PAYMENT OF PREMIUM, SHALL BE SENT TO THE CITY OF PORTAGE.

1.10. Bonds

- 1.10.1. Proposal Guaranty - Each proposal shall be accompanied by a certified check or proposal guaranty bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City of Portage, as a guaranty that the company, if awarded the proposal, will promptly execute the proposal, 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. The proposal guarantees of all companies, except the three (3) lowest, will be returned promptly after the canvass of proposals.

1.10.2. Performance, Labor and Material Bonds - The successful company, *simultaneously with the execution of the contract*, will be required to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and if subcontractors are used then a labor and material bond equal to one hundred percent (100%) of the contract amount shall be secured.

1.11. Pre-Proposal Meeting

A pre-proposal meeting will be held Thursday, April 26, 2012 in the Parks, Recreation & Public Service Conference Room at 10:00 a.m. All companies may attend this meeting to acquaint themselves with the peculiarities of the work to be performed and the specific requirements. Staff will be available to answer questions. If necessary, a written addendum will be prepared from the information received at this meeting.

1.12. Proposal Submittals - Proposals will be considered from responsible organizations or individuals now or recently engaged in the performance of public service contracts similar to those described and requested herein.

1.12.1. Narrative - Each company is requested to furnish a three to five page narrative statement listing similar contracts it has performed, the general history of its operating organization, and its complete experience.

1.12.2. Financial Resources - Each company is also requested to furnish the latest copy of its certified and audited financial statement.

1.12.3. Performance of Work - Each company must provide a list of staff and equipment that will be dedicated to this work. Companies may be requested to demonstrate that staffing and equipment is adequate for this contract and in conjunction with all other work on-hand.

1.13. Award

Award will be made to the proposer whose proposal is in the best interest of the City. Favorable pricing will be one element of the selection process, but all of the following factors will be used in evaluating proposals received. The factors are presented in no specific order.

1.13.1. Responsiveness to Request for Proposal specifications.

1.13.2. Price.

1.13.3. Experience performing similar work.

1.13.4. References.

1.13.5. Demonstrated capability to perform the type of work requested.

1.13.6. Financial capabilities.

Additional information and/or interviews may be requested of company(ies) at the sole discretion of the City, to assist the City in making its award decision.

1.14. Complete Contract

This proposal document, together with its appendixes, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

1.15. 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 there from 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. PROJECT SPECIFICATIONS**

### **2.1. Scope**

This request for proposal (RFP) provides interested parties with information to enable them to prepare and submit proposals for consideration to the City to meet the need for the operation of a Curbside Recycling Program in the City of Portage.

The contractor(s) will be responsible for providing recycling services as part of the City Curbside Recycling Program. These services will include all collections, transportation, processing, and marketing of the recyclables collected. Contract will be for three (3) years.

### **2.2. Introduction**

In 1991, a weekly Curbside Recycling Program was implemented. The program provides for the weekly collection of recyclables from all households in the City of Portage. Under the program, residents are provided containers in which to place the recyclables for collection. Currently, the City has a dual stream recycling program that uses 18 gallon recycling bins with a total of 13,902 households and duplexes. Furnishing recycling containers for households is labeled **Tier I** recycling in this proposal package. In addition, the City Recycling Program provides services to condominiums, and apartment complexes. A total of 6,225 condominium and apartment complex units exist in the City of Portage. Providing recycling containers to these complexes is labeled **Tier II** recycling in this proposal package. These areas are served by 18 gallon, 96 gallon, 2, 4, and 6-yard bins depending on the preferences of the complex managers. Please note the table listing the household count below.

**Tier I & II Household Counts (2011 Data)**

<b>Tier I – Household Counts</b>	<b># of Units</b>
Single Family Houses	13,650
Duplexes	252
<b>Total</b>	<b>13,902</b>
<b>Tier II – Apartments &amp; Condominiums</b>	<b># of Units</b>
Condominium Units	960
4 Unit Buildings (unit count)	189
Residential Buildings on Leased Land	137
Apartments	4,939
<b>Total</b>	<b>6,225</b>

Two (2) tables are listed below. The first table provides three (3) years of dual stream recycling collection data. The second table lists collection data for a test program on single stream recycling conducted from December 2010 to December 2011 in the Woodbridge Hills neighborhood using 96 gallon carts. During the single stream pilot program, a total of 260 households were in the test area. Approximately 96% of the homes participated with 4% declining the service. The participating single stream residents averaged 49 pounds per month of recycled material as compared to the average of 19 pounds of material collected per household in the dual stream program. The collection data for both programs is listed in the tables below.

**Dual Stream Recycling Data - Pounds of Materials Collected**

<b>Year</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
Rigid Materials (lbs)	1,104,340	1,197,280	1,149,196
Fiber Materials (lbs)	3,415,420	3,434,620	3,005,018

**Single Stream Recycling Data - Pounds of Materials Collected**

<b>Year</b>	<b>December 2010 – December 2011</b>
Materials Collected (lbs)	172,080

2.3. Curbside Collection Along Public Streets

The contractor is required to pick up recyclables placed in approved containers at

the curbside on all public streets in the City. Residents will be given a specific day of the week on which the contractor will collect the recyclables in their neighborhood. The contractor shall provide said collection on all public streets and roadways within the city to all residential units. Businesses are not included in the program. **Attachment #1** provides information regarding the contractor's obligations for curbside collection along public streets detailing the area boundaries and scheduled week day pickup.

2.4. Collection In Private Residential Areas

In addition, the contractor is required to provide for the collection of recyclables for all household units located within private residential areas. Private residential areas include single family homes, duplexes, quadplexes, apartment buildings, and condominium units located along private streets, roadways, or parking areas. Collection will only be provided within the private residential areas if the owners of the private streets upon which the containers or collection units would be located are willing to sign an indemnification agreement between the City, Contractor, and private property owner (**see Attachment #3**). Collection within private residential areas can be provided with individual containers to each household unit as is required public residential areas or may utilize centralized collection bins within the private residential area.

2.5. Ownership Of Materials/Disposal Of Materials - Recyclable materials placed at the curbside for collection by the contractor under the terms of this Agreement are owned by the City until collected by the contractor at which time they are owned by the contractor. Non-recyclable materials deposited in City recycling containers shall remain in the container and a note shall be left with the resident explaining why the materials were not removed.

2.6. Termination For Cause; Purchase Of Equipment - In the event that any provisions of this Contract are violated by the contractor, the City may serve written notice upon the contractor of the intention to terminate such Contract, such notice to contain the reasons for such intention to terminate. Unless within three (3) calendar days after the serving of such notice upon the contractor such violations shall cease and arrangements satisfactory to the City for correction are made, the Contract shall upon the expiration of the three (3) calendar days cease and terminate.

2.7. Payment Upon Termination - In the event of termination for any reason, the contractor shall be paid by the City for all services performed in compliance with this Agreement which were actually, timely, and faithfully rendered until notice of termination is given and thereafter, upon the express written direction of the City until the date of termination. The contractor shall provide all data collected up until termination of services prior to the City rendering final payment for service.

### 3. GENERAL PROVISIONS

- 3.1. Scope of Service - 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 public services.
- 3.2. Inspections
  - 3.2.1. The contractor, or his representative, shall report to the Contract Administrator at least once each week on a day convenient to both.
  - 3.2.2. Every effort will be made by the Contract Administrator to cooperate with the contractor in regard to scheduling, types and makes of materials used, equipment, and the establishment of policies and procedures in addition to those noted above or those to follow.
  - 3.2.3. The contractor shall not use any material which the Contract Administrator determines would be unsuitable for the purpose or harmful to the environment in which it is applied or to part of the City infrastructure.
  - 3.2.4. Equipment shall be of the size and type and of sufficient quantity customarily used in work of this kind and shall meet the approval of the Contract Administrator. All companies shall provide a complete list of equipment proposed to be used for this contract. Said list shall be attached to the proposal sheet. Equipment shall be maintained according to manufacturer's standards by contractor and shall be operated safely by contractor at all times.
- 3.3. Contract Period - The contract resulting from the solicitation shall be in effect for a three (3) year period.
- 3.4. Additions and Deletions
  - 3.4.1. The City may, at its own option, add services to or delete services from the work provided by this contract. If, during the term of the contract, no market exists for any of the items listed below, contractor shall promptly notify the City. City shall discontinue collection of said items upon notice of the contractor and shall reduce monthly payments. Prior to receiving such notice of discontinuation from the City, contractor shall be liable for properly disposing of said materials.

- 3.4.2. The resulting increase or decrease to the contractor's monthly payments will be negotiated between the two parties.
- 3.4.3. This section does not apply to changes in recycling volume due to expansion of the number of households in the City, growth in participation, or any other reason.
- 3.5. Extra Work - During the period of this contract there may be occasions when extra services are required which are not part of this contract. Costs for services provided in these situations will be negotiated at the time of each occurrence.
- 3.6. Contractor's Status - The contractor and his/her employees at all times shall be considered as independent contractors and not as City employees. The contractor shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to contractor's employees, and the right to hire, fire, and discipline all his/her employees. As an independent contractor, contractor's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation, or the like.
- 3.7. Protection of Property - The contractor shall be responsible for protecting and preserving from damage brought about by fulfilling the obligations of this contract any and all facilities, public and private, which are within or adjacent to the area being worked in.

The contractor shall assume all liability for any and all property damage or personal injuries incurred during the course of performing the work herein contracted. No claim of loss, damage, or injury will be considered by the City.

- 3.8. Time and Progress - It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to complete all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time and in conformance with all scheduled pickups.
- 3.9. Work Schedule - The contractor shall submit to the City the names and phone numbers of responsible persons who can be reached at any time by the Contract Administrator.
- 3.10. Employee Master List - The contractor shall have available and up to date a master list of all employees working on this contract.
- 3.11. Contractor's Employees - The contractor shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractors or persons

employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Contractor agrees to work cooperatively with the Contract Administrator to resolve all worker-related issues including but not limited to proper work performance and courteous service provision.

- 3.12. Laws and Municipal Ordinances - The contractor shall keep himself/herself fully informed of all laws and respective municipal ordinances and regulations 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. He/she shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees.
- 3.13. Emergencies - In EMERGENCIES affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without instruction or authorization from the Contract Administrator, is obligated to act at his/her discretion to prevent threatened damage, injury, or loss. He/she shall give the Contract Administrator prompt written notice of any significant change in the work or deviation from the contract document caused thereby.
- 3.14. Contract Administrator - The Deputy Director of Parks, Recreation, & Public Services, Ray Waurio shall be the Contract Administrator. The Administrator will audit the billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.
- 3.15. Contract Claims
  - 3.15.1. Decision of the Contract Administrator - All claims by a contractor against the City relating to a contract shall be submitted in writing to the Contract Administrator for a decision. The contractor may request a conference with the Contract Administrator on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or decision.
  - 3.15.2. Notice to the Contractor of the Contract Administrator's Decision - The decision of the Contract Administrator shall be issued in writing within fourteen (14) calendar days after otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his/her appeal rights.
  - 3.15.3. Finality of Contract Administrator's Decision; Contractor's Right to Appeal - The Contract Administrator's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to

the Director of Financial Services or commences an action in a court of competent jurisdiction.

3.15.4. Decision of Director of Financial Services – The Director of Financial Services shall issue a decision, in writing, within fourteen (14) calendar days after receipt of an appeal unless the parties agree to a longer period. The decision of the Director of Financial Services shall be final and conclusive and a copy of that decision shall be mailed, or otherwise furnished to the aggrieved party, and shall state the reasons for the action taken. In the absence of a decision by the Director of Financial Services within the time specified, the decision of the Contract Administrator shall stand.

3.16. Billing and Payment - The contractor shall present an invoice in duplicate each month, billing for services rendered. The billing shall equal the sum of (a) total contracted monthly price for households in public areas and appropriate private areas, and (b) the total of the contracted price per bin, multiplied by the number of multiple-unit containers placed and collected in private residential areas, as of the last day of the month covered by the invoice. The City makes no guarantee of the quantity of multiple-unit containers in private areas – payments for private area service will reflect the actual units serviced in those areas. The estimated quantities of participating private areas on the proposal page will be used for price comparison only. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, approved adjustments for additions, deletions, or changes in service. The City will pay the billed amount monthly, within thirty (30) days after receipt of invoice.

3.17. 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 contractor shall be liable to the City for any excess costs for the services terminated. Provided that the contractor shall not be liable for any increased costs if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence and that of his/her subcontractor or suppliers.

3.18. Container Distribution - Distribution of replacement containers shall be the responsibility of the contractor.

#### **4. CONTRACTOR OPERATIONAL REQUIREMENTS**

4.1. Appearance and Cleanliness of Equipment - The collection equipment used by the contractor must be approved by the City, including approval of the equipment color and the design of all signs, logos and graphics. Contractor's identification and own logo may be displayed on equipment, the contractor, at a minimum, will

use magnetic signs on its trucks and/or trailers to display the recycling program name and logo. Collection equipment shall be kept in clean condition at all times and shall be washed at least weekly. Equipment proposed to be used in the program shall be specified in an attachment to the proposal page.

- 4.2. Appearance of the Collection Crew - Contractor shall provide uniforms to each collection worker and require that they be used. Color and style must be mutually agreeable to the contractor and Contract Administrator. The contractor shall maintain the uniforms in a clean, neat, and well-mended appearance.
- 4.3. Equipment Maintenance - All equipment must be maintained in good working condition according to the manufacturer's recommendations. A maintenance log for all equipment shall be kept by the contractor and be available to the City on request.
- 4.4. Service Area - The contractor shall provide weekly curbside recycling collection service to residents of approximately 14,000 units in the City of Portage, including all current and future housing units. A map of the service area is shown in **Attachment #1**. Since the program is voluntary, a certain number of households may choose not to participate in the program. Approximately 6,225 households are in apartment complexes and condominiums.
- 4.5. Collection Hours - Recycling collection service by all vehicles shall start no earlier than 7:00 a.m. and be completed as scheduled no later than 7:00 p.m. or be conducted otherwise in accordance with applicable City ordinances.
- 4.6. News Releases/Advertisements - Formal news releases and paid advertisements pertaining to this Agreement or to the services to which it relates shall be mutually agreeable with the City.
- 4.7. Project Coordination - The contractor shall submit a monthly report consisting of a summation of the daily data sheets and other information as required by the City on forms mutually agreed to. As scheduled by the City, the contractor shall attend project meetings.
- 4.8. Data Collection - At a minimum, the contractor shall collect the data on participation and materials collected each day in accordance with forms mutually agreed to. See **Attachment #2** for an example of this form. All data collection shall be provided with each monthly invoice. The contractor shall retain all data and program information for the period of the Agreement.
- 4.9. Recycling Bins - The City has purchased 18 gallon recycling bins for current residents, apartments, and condominiums. However, it is anticipated that between 1,000 – 3,500 orange replacement bins will be required. The successful company will be required to purchase and place the new recycling bins into the neighborhoods upon commencement of the contract as required/requested. Bins shall be 18 gallon recycling bins, orange in color with a standard recycling logo,

similar to those currently in use, and subject to approval by the contract administrator. The 18 gallon containers must be made of at least 20% recycled plastic and be durable to temperature extremes ranging from -30 degrees F to 130 degrees F. The containers must have strong, convenient hand grips and drainage holes. Thereafter, the successful company will be required to furnish orange bins for future residents (estimated at 200 for the three-year contract) and as replacements for damage/lost/stolen bins. Design and color of replacement bins must be orange with a standard recycling logo. Bins for new residents, or replacements for damaged/lost/stolen bins are considered incidental to the contract and will be provided by the contractor at no additional cost to the City. Once furnished, the replacement bins will become the property of the City of Portage. *If one bin is not sufficient for a residence, the contractor will allow the resident the option to purchase an additional bin that will be colored orange with a standard recycling logo. All orange bins shall be the property of the City.*

4.10. Customer Complaint Resolution - The contractor shall maintain continuous phone answering services during business hours, which at a minimum shall be 8:00 a.m. to 5:00 p.m. Monday through Friday. Residents will be instructed to call this number if their materials were not collected or they have questions about collection. The contractor agrees to have an employee answer this phone. The contractor shall maintain a phone answering machine at all other hours. All missed collections and any other complaints shall be recorded in a log, noting date, time, address, complaint and method of resolution. Missed collections shall be picked up within twenty-four (24) hours after a complaint is received by the contractor. The contractor shall also serve those missed who call the City. The log shall be made available to the City on request and copies thereof supplied to the Contract Administrator monthly. The contractor shall meet with the City as often as bi-weekly to review customer complaints and resolutions. In any such complaint, the resident shall be presumed correct for the purpose of corrective action. All customers must be treated in a courteous manner.

4.11. Collection of Recyclable Material - The contractor shall pick up the following materials set out for collection in the approved container within approximately six (6) feet of the edge of the street pavement:

4.11.1. Fibers

- Newspapers, magazines, catalogs and mixed office paper.
- Paperboard, such as cereal boxes.
- Corrugated cardboard (cut into 2' by 2' pieces or smaller).

4.11.2. Rigids

- Clear, brown and green glass bottles and jars.
- Aluminum and steel food cans.
- Plastic jugs/bottles with the #1 & #2 symbol on the container
- Plastics with the #3-#7 symbol on the container

4.11.3. Other materials as agreed by the City.

4.11.4. Improperly Placed/Non-Recyclable Items

When the contractor's crews encounter improperly placed or prepared material or non-recyclable items, they shall follow the following procedure.

- For the first and second occurrences at an address, the contractor's collector shall pick up all recyclable materials and leave improper materials or containers along the curb. The collector shall complete a mutually approved note indicating the problems and leave it at the residence. The contractor shall pay for and furnish the note to be used.
- Upon a third violation within a calendar year, the residence shall receive a letter from the City indicating that service will be denied if program guidelines are not followed.
- Upon a fourth violation, the City reserves the right to deny service and shall inform the contractor in writing of said action.

4.11.5. Cleanup on Route - The contractor shall pick up all blown, littered, and broken material within a six (6) foot radius of point of set-out of receptacle. Each truck shall carry at all times a broom and shovel.

4.12. Ownership of Materials - At the time of collection, ownership of the materials transfers from the City to the contractor. The contractor shall not sell, donate or discard any material collected on route in any manner inconsistent with the proposal requirements.

4.13. Sale of Materials Collected - The contractor is responsible for selling the materials collected and ensuring that the materials are recycled.

4.14. Operator Training and Equipment Break-In - The contractor shall prepare route maps and train collection crews before initiating collection and before the contractor permits an employee to begin work.

4.15. Provision of Other Services - The contractor shall not perform other services without permission of the City while providing recycling collections. Collection crews shall not perform other recycling collection services while performing services for the City. The contractor may use the refuse collection vehicle in other refuse collection business at the contractor's discretion.

4.16. Damages - The Contract Administrator shall have the sole discretion to assess liquidated damages for repeated performance deficiencies, including the following:

- a) Lack of courtesy and responsiveness to citizens.

- b) Non-completion of routes as scheduled.
- c) Inappropriate behavior as a service representative of the City.
- d) Poorly maintained equipment or uniforms.
- e) Excessive level of missed collections or other customer complaints.
- f) Other performance deficiencies which the contractor has received prior notice of in writing from the City Project.

Prior to assessing damages, the Contract Administrator shall have first notified the contractor in writing as to the performance deficiency in question and permit the contractor an opportunity to respond. The Contract Administrator shall take into consideration:

- a) Previous occurrences, if any, of the same nature.
- b) Remedial action proposed or implemented by the contractor.
- c) Seriousness of complaint.
- d) Prior communication regarding the type of complaint under consideration.

A maximum assessment of \$200 per day may be levied pursuant to this section. The decision of the City as to the appropriateness of the liquidated damages shall be conclusive between the parties.

4.17. Collection of Holidays - the contractor is not required to provide service on the following days. The City shall inform residents of the lack of service on these days as part of the promotion element of the program. Service on the weeks within which a holiday or snow day falls shall be postponed one (1) day with the final collection occurring on Saturday.

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day
- g. Days when snow emergencies are declared by the City of Portage.
- h. Days when inclement weather precludes the effective collection of material as determined by the Contract Administrator.

4.18. Fuel Surcharge – No fuel surcharges/modifications will be permitted during the life of this contract (3 years).

5. MULTIPLE OR PRIVATE RESIDENTIAL AREAS (TIER II)

The intent of this section is to also provide weekly collection of the same recyclable items from multiple residential units located along private drives as provided within the curbside program. Approximately 6,225 multiple residential units exist in Portage (such as apartments, condominiums, and single family houses on private drives). Contractor shall provide recycling services to the apartments and condominiums as listed in the tables below. A waiver of liability must be executed to allow the contractor to enter upon private property, between the property owner and contractor, also hold the City harmless, for this option to be implemented. The successful contractor will draft such waivers. **Attachment #3** is provided as an example. The price for compartmental containers shall include its placement, collection, and processing of its contents, on each day it is used. The frequency of use of any container will depend on demand and agreements for use within various multiple housing complexes. The City does not guarantee any minimum usage of said containers. All placements other than curbside collection must be negotiated and mutually agreed to by the contractor and property owner or manager.

**Portage Apartment Complexes**  
(Revised: 3-16-12)

<b>Development</b>	<b># of Units</b>	<b>Current Service</b>	<b># Bins</b>	<b># Containers</b>
Anna's Vineyard 7095 Ann's Lane	144	None	0	0
Admiral Street Townhouses 135 Admiral Avenue	12	Bin Service	12	0
Austin Grove Townhouses 10371 Portage Road	10	Bin Service	10	0
Austin View Apartments 1525 Bacon Avenue	48	None	0	0
Borr's Apartments 9588 Sprinkle Road	6	Bin Service	6	0
Briargate 316 Tudor Circle	72	None	0	0
Burton's Run 7640 Whispering Brook	168	None	0	0
Centre Street Village 2151 East Centre Avenue	64	None	0	0
Crossings 2140 Sanibel Island	88	None	0	0
Crossroads Village 6600 Constitution Boulevard	152	6 Yard 2 Yard Comix	0	1 1
Foxwood 5401 12 <sup>th</sup> Street	192	Bin Service	192	0
Gladys St. Apartments 420 Gladys Street	11	Bin Service	11	0
Goldentree Apartments 4741, 4749 & 4825 East Milham Avenue	180	2 Yard Paper 2 Yard Comix	0	2 2
Greenspire #1, #2 & #3 8380 Greenspire Drive	384	6 Yard Paper 6 Yard Comix	0	1 1
Harvard Courtyards 6100 Independence Drive	136	6 Yard Paper 4 Yard Comix	0	1 1
Hearthside 7566 Constitution Blvd	160	2 Yard Paper 2 Yard Comix	0	2 2
Hermitage 5101 12 <sup>th</sup> Street	60	Bin Service	60	0
Lindenberg 2229 Helen Street	7	Bin Service	7	0
Maple Ridge Apartments 5419 Meredith Drive	311	None	0	0
Marsh Pointe	52	Bin Service	52	0

4122 West Centre Avenue				
Milham Meadows 6103 Mallard Circle	300	4 Yard Paper 4 Yard Comix	0	1 1
Newport Village 601 Alfa Court	58	None	0	0
Oakland Drive Apartments 6000 Oakland Drive	100	Shares with Milham Meadows	0	0
Pheasant Run Apartments 10000 S. Westnedge Ave.	24	2 Yard Paper 96 Gallon Carts	0	1 2
Pinefield 4201 West Milham Avenue	225	Bin Service	225	0
Pines West Apartments 3550 Austrian Pine Way	168	6 Yard Paper 4 Yard Comix	0	1 1
Pines West Townhouses 3550 Austrian Pine Way	32	Bin Service 96 Gallon Carts	4	0 2
Portage Pines 7968 Kenmure Drive	27	None	0	0
Sprinkle Ridge Apartments 5441-5447 Meredith Drive	96	None	0	0
Spruce Creek Apartments 7702 Kenmure Drive	60	None	0	0
Sterling Oaks 1551 Palmetto Drive	24	Bin Service	1	0
Timberland Apartments 7330 Lovers Lane	9	Bin Service	9	0
1715 Valleywood Court	48	Bin Service	48	0
Village Green Apartments 6195 Village Green Circle	168	None	0	0
Villas of Southland 6285 Ivywood Drive	254	None	0	0
Walnut Trails #1, #2 and #3 601 Alfa Court	798	None	0	0
7719 S. Westnedge, City of Portage, Department of Parks, Recreation, and Public Service	1	6 Yard Comix 2 Yard Paper	0 0	1 1
8643 Sprinkle Road, Ramona Park, City of Portage	1	96 Gallon Cart	0	1
7550 Oakland Drive Oakland Drive Park, City of Portage	1	96 Gallon Cart	0	1
7810 S. Westnedge Ave., Police/Fire Department, City of Portage	1	6 Yard Paper Bin Service	0	1 5
7900 S. Westnedge Ave., City Hall, City of Portage	1	2 Yard Comix	0	1

<b>Total Apartment Units</b>	<b>4,653</b>			
<b>Total: 18 Gallon Bins</b>	<b>637</b>			
<b>Total: 96 Gallon Carts</b>	<b>6</b>			
<b>Total: 2 Yard Containers</b>	<b>12</b>			
<b>Total: 4 Yard Containers</b>	<b>4</b>			
<b>Total: 6 Yard Containers</b>	<b>7</b>			

**Portage Condominium Units**  
(Revised: 3-16-12)

<b>Development</b>	<b># of Units</b>	<b>Current Service</b>	<b># Bins</b>	<b># Containers</b>
Courtside Condominiums Woodbridge Hills, off Old Centre Road	46	Bin Service	46	0
Foxwood Hills Off 12 <sup>th</sup> Street	64	Bin Service	64	0
Harbors (located on public streets) Off West Milham Avenue, west of U.S. 131	56	Bin Service	56	0
Iverness Woodbridge Hills, off Moorsbridge Rd.	19	Bin Service	19	0
Lakes of Woodbridge Hills Moorsbridge Road	186	Bin Service	186	0
Moors End Woodbridge Hills, off Old Centre Road	26	Bin Service	26	0
Pheasant Run 10000 South Westnedge Avenue	80	Bin Service	80	0
Pines of Portage 3550 Austrian Pine Way	56	2 Yard Paper 2 Yard Comix Bin Service	4	1 1
Reserve Off W. Milham Ave., west of U.S. 131	20	Bin Service	20	0
Schuring Gardens Off Schuring Road	12	Bin Service	8	0
Schuring Woods Schuring Road	112	Bin Service	112	0
Sterling Oaks / Sterling Oaks South Off South Shore Drive	160	Bin Service	160	0
Treasure Cove Condominiums 4475 West Milham Avenue	4	Bin Service	4	0
Westmar Manor Condominiums Off Oakland Drive, south of Osterhout	2	None	0	0

Woodlands of Austin Lake	18	Bin Service	18	0
<b>Total Condominium Units</b>	<b>861</b>			
<b>Total: 18 Gallon Bins</b>	<b>803</b>			
<b>Total: 96 Gallon Carts</b>	<b>0</b>			
<b>Total: 2 Yard Containers</b>	<b>2</b>			
<b>Total: 4 Yard Containers</b>	<b>0</b>			
<b>Total: 6 Yard Containers</b>	<b>0</b>			

**5. CITY OF PORTAGE PROPOSAL**

The undersigned having become thoroughly familiar with and understanding all the proposal documents incorporated therein and the local conditions affecting the work, hereby proposes to provide and furnish all of the labor, equipment and supplies necessary to perform curbside recycling in strict conformance with the enclosed requirements for the prices stated below:

**DUAL STREAM RECYCLING**

**A) TIER I – HOUSEHOLDS**

<u>CONTRACT YEAR</u>	<u>COLLECTION COSTS</u>			
July 1, 2012 – June 30, 2013	\$ _____	/month	X12 month	\$ _____ /year
July 1, 2013 – June 30, 2014	\$ _____	/month	X12 months	\$ _____ /year
July 1, 2014 – June 30, 2015	\$ _____	/month	X12 months	\$ _____ /year

**B) TIER II - PRIVATE RESIDENTIAL AREAS**

The number of households and recycling bins are estimated for proposal evaluation purposes only. They do not guarantee the level of participation by City residents.

<u>CONTRACT YEAR</u>	<u>BIN SIZE</u>	<u>BIN COST</u>	<u>COLLECTION COSTS</u>		
			<u>ESTIMATED NO. OF BINS</u>		<u>PER YEAR</u>
July 1, 2012 – June 30, 2013	18 Gal (1,440)	\$ _____	1,440	X 12 Months	\$ _____
	96 Gal (6)	\$ _____	6	X 12 Months	\$ _____
	2 Yd. (14)	\$ _____	14	X 12 Months	\$ _____
	4 Yd. (4)	\$ _____	4	X 12 Months	\$ _____
	6 Yd. (7)	\$ _____	7	X 12 Months	\$ _____
				Total FY 2012	\$ _____
July 1, 2013 – June 30, 2014	18 Gal (1,440)	\$ _____	1,440	X 12 Months	\$ _____
	96 Gal (6)	\$ _____	6	X 12 Months	\$ _____
	2 Yd. (14)	\$ _____	14	X 12 Months	\$ _____
	4 Yd. (4)	\$ _____	4	X 12 Months	\$ _____
	6 Yd. (7)	\$ _____	7	X 12 Months	\$ _____
				Total FY 2013	\$ _____
July 1, 2014 – June 30, 2015	18 Gal (1,440)	\$ _____	1,440	X 12 Months	\$ _____
	96 Gal (6)	\$ _____	6	X 12 Months	\$ _____
	2 Yd. (14)	\$ _____	14	X 12 Months	\$ _____
	4 Yd. (4)	\$ _____	4	X 12 Months	\$ _____
	6 Yd. (7)	\$ _____	7	X 12 Months	\$ _____
				Total FY 2014	\$ _____

**C) ORANGE BINS**

1,000 -3,500 new orange 18 gallon bins (please identify economy of scale for purchases in excess of 1,000)

<u># of Bins</u>	<u>to</u>	<u># of Bins</u>	<u>Cost per Bin</u>
1,000 bins	to	_____	\$ _____ /bin
_____	to	_____	\$ _____ /bin
_____	to	_____	\$ _____ /bin
_____	to	3,500 bins	\$ _____ /bin

**D) ADDITIONAL BIN COSTS** (for residents who desire additional 18 gallon recycling bins – color will be orange with standard recycling logo.) Contractor to invoice resident once per contract year for additional bin.

	<u>Cost/Bin</u>
July 1, 2012 – June 30, 2013	\$ _____
July 1, 2013 – June 30, 2014	\$ _____
July 1, 2014 – June 30, 2015	\$ _____

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I hereby state that I have not communicated with nor otherwise colluded with any other company, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the City of Portage that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

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

COMPANY \_\_\_\_\_

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

Signature

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

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

Print or Type

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

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

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

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

E-MAIL: \_\_\_\_\_

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

## 6. PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

6.1. Please indicate the response that best describes your business:

Sole Proprietor     Partnership     Corporation

Other (please explain) \_\_\_\_\_

6.2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Web Site: \_\_\_\_\_

6.3. When  
Incorporated: \_\_\_\_\_

Where Incorporated: \_\_\_\_\_

6.4. Names of Corporate Officers/Owners: \_\_\_\_\_

\_\_\_\_\_

6.5. Is your Company involved in any proceedings that may affect the ability of the Company to continue under the current Company name for the duration of the project?

Yes     No

If yes, please explain (use additional page)

6.6. Is your Company up for sale?  Yes     No

If yes, please explain (use additional page).

6.7. Financial Statement

6.7.1. Publicly Held Entity: Attach a professional prepared balance sheet for the last fiscal year.

6.7.2. Privately Held Entity: Information requested in 4.7.1 above must be made available for visual review by representatives of the City.

6.7.3. Has any bonding company ever been required to perform upon your default?

\_\_\_\_ Yes    \_\_\_\_ No

6.7.4. Have you ever declared bankruptcy?

\_\_\_\_ Yes    \_\_\_\_ No

6.8. Experience Statement: Attach a statement providing information detailing the experience you have which you feel will be helpful in evaluating your ability to successfully service the contract.

6.9. Provide resumes for key personnel of your company who will be working on this contract.

6.10. References:

6.10.1. Bank(s) \_\_\_\_\_  
\_\_\_\_\_

6.10.2. Major supplier (i.e., fuel supplier, equipment dealer, parts supplier (include name, address and phone)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.10.3. Accountant \_\_\_\_\_

6.10.4. Other unit of government you now, or have, serviced under contract for similar services.

Unit of Government \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Unit of Government \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Unit of Government \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

6.10.5. Recycling Center: Provide the location of the recycling center to be used, as well as the owner's contact information (name/address/phone).

\_\_\_\_\_  
\_\_\_\_\_

6.10.6. Subcontractors

Do you propose to use any subcontractors to perform work in accordance with this proposal? \_\_\_\_ Yes \_\_\_\_ No. (If yes, please identify subcontractor and work to be performed.) The company agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract. Any change from this list shall be permitted only with the consent of the City.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.10.7. A proposal (5 copies), an Information Sheet (5 copies), and Additional Information (Narrative, Financial Statement, Experience Statement, Staff and Equipment Listing) (5 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

\_\_\_\_ Yes    \_\_\_\_ No    If answer is no, please explain.

\_\_\_\_\_  
\_\_\_\_\_

6.10.8. The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the proposal?    \_\_\_\_ Yes    \_\_\_\_ No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. Please provide replacement language for any unacceptable provisions. (Use additional page(s) if necessary.)

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Company identified in Question 4.2 above to execute this information sheet on behalf of that Company.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please Print)

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

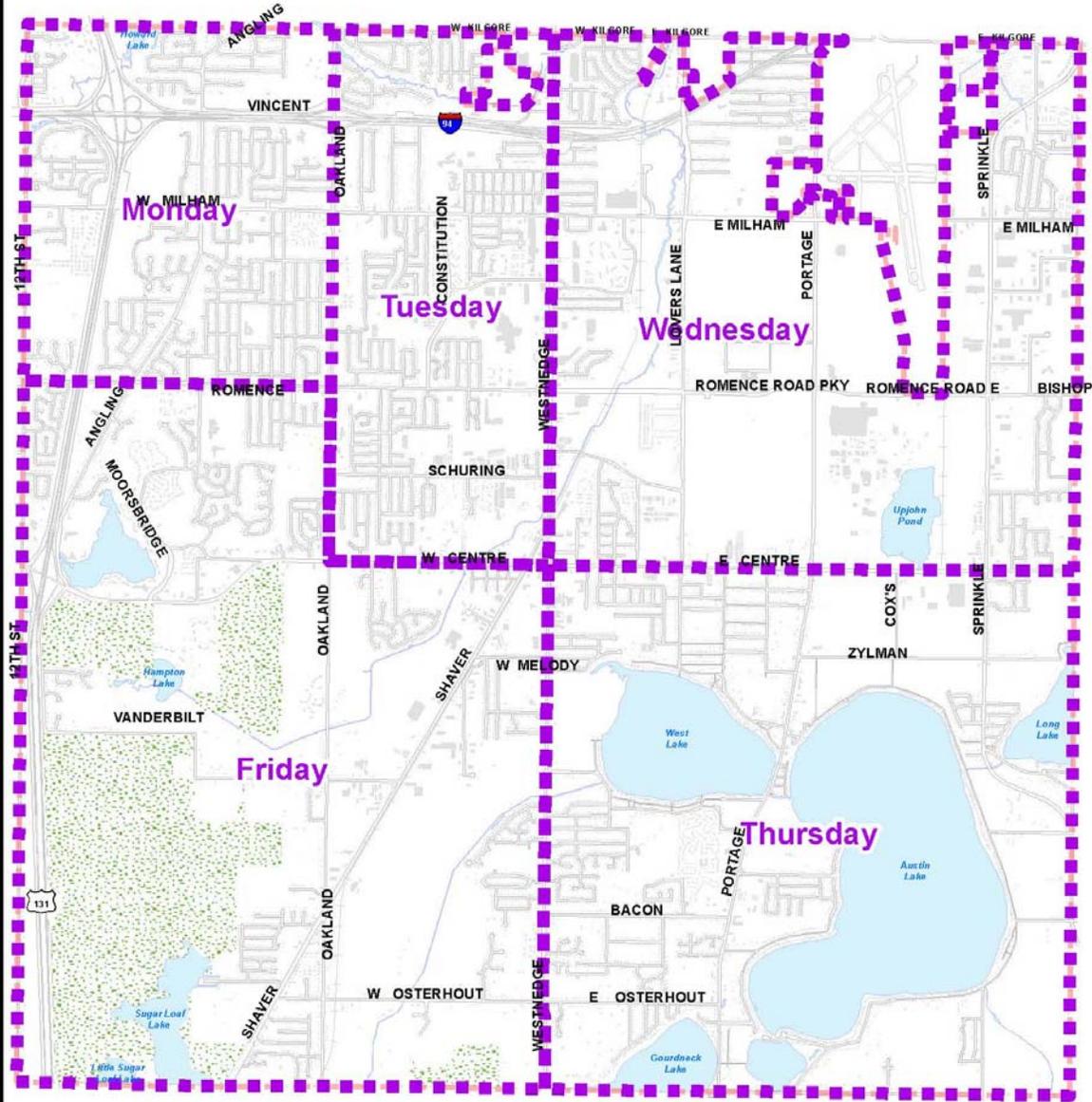
TELEPHONE: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_

Attachment #1: City of Portage Recycling Map with Boundaries and Days of Pickup

# Trash / Recycle Pickup Days



Trash / Recycle Pickup Days



1 inch = 4,200 feet

Path: R:\GIS\ADMIN\kari\projects\DEPT\GIS\STREET\trash-recycle.mxd

Attachment #2: Recycling Material Tracking Form Example

**City of Portage Curbside Recycle**

**Date:** \_\_\_\_\_

Date	Pounds of Fibers Collected	Pounds of Rigids Collected	Daily Totals	Weekly Totals
<b>Week 1</b>				
<b>Week 2</b>				
<b>Week 3</b>				
<b>Week 4</b>				
<b>Week 5</b>				
<b>Total</b>				

Attachment #3: Waiver Form Example

(Contractor's Name) will collect recyclables on a private road that is constructed to city road specifications, provided that all property owners along the private road sign a release and waiver of liability. If all property owners along the private road do not sign a release and waiver of liability, all of the property owners along the private road who wish to participate in the curbside collection program will be required to place their trash, recyclables and yard waste at the intersection of the nearest public road. Please use the form below.

PRIVATE ROAD  
RELEASE AND WAIVER

KNOW ALL PERSONS BY THESE PRESENTS that I/we, \_\_\_\_\_ owner(s) of the property located at \_\_\_\_\_, am/are a resident(s) of \_\_\_\_\_ the City of Portage in the County of Kalamazoo and State of Michigan, hereby (a) acknowledge that access to, and use of, the private road of \_\_\_\_\_ on which our property is located (the "Private Road") by (Contractor's Name) is necessary for the curbside collection of recyclables by Contractor and (b) authorize Contractor, its employees and equipment to access and use the Private Road for recycling collection.

In addition, I/we \_\_\_\_\_, for myself/ourselves and for all other persons who may claim by, through or under me/us, hereby waive all claims against, relieve, release, and forever discharge (i) Contractor, its members, managers and officers, and (ii) the City of Portage, its elected and appointed officials, and their respective affiliates, employees and agents from any and all claims, demands, obligations, losses, costs, expenses, liabilities, and/or causes of action of whatsoever kind or nature, whether known or unknown, asserted or unasserted, fixed or contingent, foreseen or unforeseen, which any of the undersigned or its successors now has, owns or holds, or at any time hereafter may have, own or hold relating to actual or alleged property damage to the aforementioned Private Road and its appurtenances (including, without limitation the pavement, roadbed, curbs, and overhanging tree limbs or branches) resulting from or arising in connection with the access to, or use of, the Private Road by Contractor, its employees or equipment.

IN WITNESS WHEREOF, the undersigned \_\_\_\_\_, having read this Private Road Release and Waiver carefully, and knowing and understanding its contents signs his/her name this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Witness  
Date:

\_\_\_\_\_  
Resident  
Date:

\_\_\_\_\_  
Witness  
Date:

\_\_\_\_\_  
Resident  
Date:

(Contractor's Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor's Representative

Attachment #4: Draft Contract Agreement

*DRAFT CONTRACT AGREEMENT*

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

**CITY OF PORTAGE**  
**DRAFT CONTRACT**

THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_

\_\_\_\_\_ 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 City of Portage Curbside Recycling Program all in strict accordance with the Specifications, including any and all addenda, which 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 proposed per unit for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_\_, the sum of which shall be,

\_\_\_\_\_ \$ \_\_\_\_\_  
(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 - 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. Notice to Bidders
3. Project Specifications
4. General Provisions
5. Contractor Operational Requirements
6. Contractor's Proposal

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)

COMPANY

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: \_\_\_\_\_



**CITY OF PORTAGE**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_

of the \_\_\_\_\_, hereinafter

called the surety, are held and firmly bound into the People of the State of Michigan in the sum of

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_) to the payment whereof, well and truly to be made, we bind

ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 20\_\_\_\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the

\_\_\_\_\_

hereinafter called the City, dated the \_\_\_\_\_ day of \_\_\_\_\_,

A. D. 20\_\_\_\_\_ (hereinafter called the Contract) for \_\_\_\_\_

\_\_\_\_\_

which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

AND WHEREAS, this bond is given in compliance with and subject to the provisions and conditions of P.A.1905 No. 1987 as amended, being CL 1948, Sections 570.101 - 570.105.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named Principal, legal representative, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations as the same may become due and payable, all indebtedness which may arise from said Principal to a subcontractor or party performing labor or furnishing materials, or any subcontractor to any person, firm, or corporation on account of any labor performed or materials furnished in connection with the contract, construction and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereinafter recorded or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the CITY shall not operate to discharge or release the sureties thereon.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by

their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

20\_\_\_\_\_.

PRINCIPAL

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

SURETY

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Bonds correct in form:

\_\_\_\_\_ (Attorney)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ Contractors,  
as principal and \_\_\_\_\_, as surety,  
are held and firmly bound unto the \_\_\_\_\_  
in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) to be paid to the City for which payment well and truly to be made  
we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the  
presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said  
\_\_\_\_\_ did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
enter into contract with the City for  
the \_\_\_\_\_.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public  
liability and damages of every description in connection therewith, shall well and faithfully in all  
things fulfill the said contract according to all the conditions and stipulations therein contained in all  
respects, and shall save and hold harmless the said CITY from and against all liens and claims of every  
description in connection therewith, then this obligation shall be void and of no effect; but otherwise it  
shall remain in full force and virtue, and, in the event that said CITY shall extend the time for  
completion of said work or otherwise modify elements of the contract in accordance with provisions  
thereof, such extension of item or modification of the contract shall not in any way release the sureties  
of this bond.

WITNESS our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)

