

NOTICE

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

LOADER RENTAL

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

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

The City of Portage Purchasing 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: June 1, 2012

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, June 14, 2012 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

LOADER 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: LOADER RENTAL

FOR OPENING: June 14, 2012

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.

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.

Please contact Rod Russell, Deputy Director of Fleet and Facilities at (269) 329-4441 if you have questions regarding the specifications. If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 324-9284.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

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

1.2. Withdrawal of Bids

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

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

1.3. Bid Opening

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

1.4. Bid Form

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

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

1.5. Bids Submitted via Facsimile Equipment

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

“Sealed Bid _____ for opening _____”
Bid Name Date

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

1.5.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the

bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

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

1.6. Basis of Award.

This is a lump sum bid and award will be based on the Total Years 1, 2 and 3 for 6 week rental periods. Award will be made to a responsive and responsible bidder whose lowest Grand Total Bid is determined by the City to be in the best interest of the City. Individual quantities and prices, when requested, are for information only. 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 bid adjusted accordingly.

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Deputy Director of Fleet and Facilities, Rod Russell, 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.

2.2. Laws and Municipal Ordinances

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

2.3. Contractor's Insurance

The successful bidder will also be required to furnish:

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

- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000 for personal injury and property damage.
- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.3.5. 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).
- 2.3.6. The certificates of insurance indicated above shall carry a written cancellation notice and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.
- 2.3.7. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

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

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority

business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.5. Indemnification

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

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

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

2.6. Jurisdiction Authority

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

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.

2.7. Severability

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

2.8. Compensation to be Paid to the Contractor

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

2.9. Contract Period

The contract period shall be for three (3) years, with the following renewal option: The contract may be renewed, with the approval of the City of Portage, for up to three (3) additional one (1) year periods.

2.10. Default: The City may, by written notice to the contractor, terminate the whole or any part of the contract: (1) if the contractor fails to provide adequate equipment or (2) the Contractor fails to perform any other provisions of the contract. In the event of such termination, the City may deem appropriate that the Contractor shall be liable to the City for any excess costs for such services similar to those so terminated.

3. SPECIFICATIONS

3.1. The City of Portage plans to rent four (4) bucket loaders for an approximate 6 week period for three (3) years with delivery dates and Leaf Pickup program ending dates as indicated in the following table (dates are estimated and subject to change):

City of Portage Leaf Pickup Program Loader Delivery and Ending Dates

Fiscal Year	(4) Loaders Delivery Dates	Leaf Pickup Program Ending Dates
2012-2013	Wednesday, October 17, 2012	Friday, November 30, 2012
2013-2014	Wednesday, October 23, 2013	Friday, December 6, 2013
2014-2015	Wednesday, October 22, 2014	Friday, December 5, 2014

- 3.2. Loaders must be sized to handle a 3 yard bucket (equivalent to a Case 721, Komatsu WA 320, Hyundai 750, or John Deere 624).
- 3.3. Loaders must have a JRB attachment that will quick connect with City of Portage Tink claws.
- 3.4. Loaders must have hydraulic lines to the bucket arms.
- 3.5. Loaders must have an extra hydraulic control in the cab for operation of the claw.

The loaders must not be older than five (5) years. This age limit applies to each year of the contract and each year of the renewal options.

- 3.6. Equipped with all required Department of Transportation safety devices and equipment.
- 3.7. All needed repairs will be reported to the lessor for approval before repairs are made by City of Portage certified mechanics.
- 3.8. All repair costs, (including lost time due to unit being out of service) that are authorized by the lessor will be deducted from the rental, before final payment will be made.
- 3.9. Replacement loader must be available within 24 hours of notification.
- 3.10. Loaders to be delivered and picked-up by the contractor at the Department of Public Services (DPS) facility at 7719 South Westnedge Avenue, Portage, Michigan 49002 by no later than the delivery dates as set forth in the previous table.

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

- 3.11. Fuel Surcharge – No fuel surcharges/modifications will be permitted during the life of this contract (3 years).
- 3.12. Successful bidder must be able to support loaders for any service required during the rental period. A successful bidder will be responsible for any costs associated with normal maintenance of the equipment during the rental period. The bidder will either repair or provide equivalent substitution of any equipment identified that becomes inoperable/unusable during the rental period within 24 hours of notification by the City.
- 3.13. City will provide successful bidder with proof of insurance for rental period.
- 3.14. Bidder is to provide a draft copy of the lease agreement with the bid proposal.

CITY OF PORTAGE -- BID PROPOSAL

I, the undersigned, propose to lease at the bid price shown, bucket loaders, per specifications supplied by the City of Portage, delivered to 7719 South Westnedge Avenue, Portage, Michigan.

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

Make/Model of Loader Equipment: _____

<u>Contract Year</u>	<u>Quantity</u>	<u>Cost per Loader For 6 Weeks</u>	<u>Total per Contract Year for 4 Loaders</u>
Year 1 (FY 2012-13) October 17 to November 30, 2012	4 Loaders	\$ _____	\$ _____
Year 2 (FY 2013-2014) October 23 to December 6, 2013	4 Loaders	\$ _____	\$ _____
Year 3 (FY 2014-2015) October 22 to December 5, 2014	4 Loaders	\$ _____	\$ _____
Grand Total (Years 1, 2, and 3)			\$ _____

I have attached a draft copy of the lease agreement. Yes No
 If no, please explain: _____

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval not later than by October 17, 2012 for year one (1), October 23, 2013 for year two (2), and October 22, 2014 for year three (3). Please note that availability and delivery will be considerations in award of the bid.

TERMS: _____ FIRM NAME: _____
 (Minimum of 30 days, please identify any discounts given)

BY: _____
 Signature

DATE: _____
 BY: _____
 Name and Title (print or type)

ADDRESS: _____
 Street City State Zip Code

PHONE: _____ FAX: _____