

## NOTICE

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

### Spring Cleanup Program

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: August 3, 2012

## REQUEST FOR PROPOSALS

The City of Portage will open sealed proposals on Thursday, August, 23, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

### SPRING CLEANUP PROGRAM

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 BID: Spring Cleanup Program

FOR OPENING: August 23, 2012 at 3:00 p.m.

General specifications, description, and conditions upon which the proposal is to be based follows are available on the City of Portage web-site at [www.portagemi.gov](http://www.portagemi.gov).

**Pre-Proposal Meeting:** The City of Portage staff will be present on Friday, August 17, 2012 at 10:00 a.m. in Parks, Recreation, & Public Services Facility, 7719 South Westnedge Avenue, for the purpose of addressing these specifications and/or answering any inquiries you may have about the project or the process.

Questions relative to the scope of work and historical information should be directed to Ray Waurio, Deputy Director of Streets & Parks Maintenance, (269) 329-4430. Questions pertaining to purchasing procedures, insurance or specification format should be directed to the Purchasing Department, (269) 324-9284.

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 which it deems to best serve the interest of the City.

## I. INSTRUCTIONS TO FIRMS

### A. Examination of Proposal Documents

Before submitting a proposal, firms 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.

### B. Withdrawal of Proposals

Any firm 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 90 days after the date of opening set forth in the advertisement.

### C. Proposal Opening

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

### D. Proposal Form

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 firm, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
2. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. Proposals submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.
3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his proposal is received in the proper time. Any proposal received after the bid opening date and time shall be returned to the firm unopened.

E. Nondiscrimination

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

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

F. Proposals Submitted via Facsimile Equipment

1. Transmittal page must be plainly marked and faxed to (269) 329-4535.
2. "Sealed Proposal \_\_\_\_\_ for opening \_\_\_\_\_"  
Bid Name Date
3. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.
4. 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 bid may be considered non-responsive.
5. **In electing to use the facsimile option, the firm 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.**

G. Indemnity and Insurance

- a. The firm shall defend, indemnify and hold harmless the City of Portage, its employees, elected officials, departments, agents, boards, commissions, City Council Members, and volunteers against and from all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, orders, and decrees of every nature and description arising out of, or resulting from performance or non-performance of the work of the firm as specified. The successful firm agrees to provide insurance as outlined below.
- b. Worker's Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker's Compensation Act.
- c. Comprehensive General Liability Insurance:  
  
Bodily Injury - at least \$2,000,000/occurrence  
Property Damage - at least \$2,000,000/occurrence  
Personal Injury - at least \$2,000,000/occurrence
- d. Motor Vehicle Liability Insurance  
  
Bodily Injury - at least \$1,000,000/occurrence  
Property Damage - at least \$1,000,000/occurrence  
Personal Injury - at least \$1,000,000/occurrence
- e. Umbrella - Excess Liability  
  
At least \$3,000,000/occurrence in excess of \$2,000,000 underlying comprehensive liability insurance.

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES SHALL BE INCLUDED AS ADDITIONALLY NAMED INSURED WITH RESPECT TO ALL LIABILITY POLICIES HEREIN WHICH SHALL BE INDICATED ON ALL APPLICABLE CERTIFICATES OF INSURANCE.

The insurance certificates indicated above shall carry a written notice of cancellation and shall be submitted within 10 working days of notification of award and prior to the execution of any work under this contract.

It shall be the responsibility of the firm to ensure that each subcontractor utilized by the firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

H. Proposal Guarantee

Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to the lesser of five percent (5%) of the first year cost payable without condition to the City as a guaranty that the firm, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The Proposal Guarantees of all firms, except the three lowest, will be returned promptly after the canvass of proposals.

I. Performance, Labor & Material Bonds

The successful firm, 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 which shall be effective for two years beyond the date of final payment and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount. Bonds shall only be required to be written in the full amount of the first year service. Each year thereafter, the bond may be renewed in the amount of that year's service. Said bonds shall be secured from an insurance company satisfactory to the City.

J. Pre-Proposal Meeting

The City of Portage staff will be present on Friday, August 17, 2012 at 10:00 a.m. in the Parks, Recreation, & Public Services Facility, 7719 South Westnedge Avenue, for the purpose of addressing these specifications and/or answering any inquiries you may have about the project or the process. Following this meeting, when warranted, an addendum to the bidding specifications will be issued to address any changes or clarifications. Attendance at this meeting is not mandatory, but is strongly recommended since the purpose of the meeting is to address any questions or problems that might arise so that all interested parties can share the benefit of uniform oral and written inquiry responses. All questions or concerns regarding the selection process or procedural matters should be addressed at that meeting.

K. Representations

If any questions or responses require revision to the proposal document as originally published, such revisions will be by formal addendum only. If the bid document or pre-bid meeting includes a contact person for technical information,

firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the bid document shall not be relied upon unless subsequently ratified by a written addendum issued by the Purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

L. Project Information Sheet

Responsive proposals must include a fully executed Project Information Sheet located at the end of the bid document. This document is self explanatory.

M. Responsive Proposals

At a minimum, responsive proposals shall include the following:

- a. A Project Information Sheet in format provided in the bid document.
- b. A proposal page in format provided in the bid document.
- c. A proposal guaranty.

Interested firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the offerer's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

N. Award Criteria

Favorable pricing will be one element of the selection process, but all the following factors will be used in evaluating bids received:

- a. Responsible, responsive bidder to request for proposal specifications.
- b. Project cost.
- c. Qualifications of the firm.
- d. Qualifications and experience of the staff to be assigned to the project

- e. References.
- f. Demonstrated capability to perform the type of work requested.
- g. Understanding of project requirements
- h. Scope of services to be provided.
- i. Timeliness of services to be provided.
- j. Hours available for service.
- k. Financial stability of bidder.

O. Qualifications of Firm

The City may make such investigation as deemed necessary to determine the ability of a bidder to furnish the required equipment and services, and the firm will furnish to the City all information and data for this purpose as the City may request. The city reserves the right to reject a proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to deliver the services contemplated herein.

P. Insurance

Upon written notification of the contract award by the Purchasing Agent, the firm shall submit to the Purchasing Agent all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written purchase order and an executed copy of the contract. Work shall NOT be started until a purchase order is issued to the Contractor.

## II. GENERAL PROVISIONS

### A. Qualifications of Firms

Firms will be considered only from responsible organizations or individuals now or recently engaged in the performance of comparable contracts to those described in these specifications. In order to determine the firm's qualifications, each bidder will be requested to complete the Project Information Sheet. Each bidder will also be required to show that he/she has the ability to maintain a staff of regular employees adequate to insure completion of the work and demonstrate that his equipment capacity for the work contemplated is sufficient, adequate, and suitable.

### B. Inspection

Before submitting a proposal, firms shall be held to have examined the work specified herein, where work is to be performed, and become satisfied as to the existing conditions under which a Contractor will be obliged to operate, that may affect the work under this contract. No allowance shall be made in this connection, on behalf of the bidder and/or Contractor, for any negligence on their part.

### C. Questions

Questions relative to this bid may be addressed to Ray Waurio, Deputy Director of Parks and Streets Maintenance (269) 329-4430.

### D. Responsibility of Firm

The Firm shall be responsible for all work performed of every description under this contract. The firm shall specifically assume all risk of damage or injury from whatever cause to property or persons used or employed wherever located, resulting from any action or operations under the contract, or in connection with this work. The firm does undertake a promise to protect and defend the City against all claims due to any such damage or injury.

The firm shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as a part of the work, even though not particularly specified or indicated.

### E. Supervision by Firm

The Firm will supervise and direct the work. He/she will be solely responsible for the means, methods, techniques, sequences, and procedures of the work

performed unless otherwise specifically defined in these specifications. The Firm will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Firm as the Firm's representative at the site. The supervisor shall have full authority to act on behalf of the Firm and all communications given to the supervisor shall be as binding as if given to the Firm. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. The Firm shall be responsible for the quality and standards of workmanship completed under this contract.

F. Contract Coordination

The Contractor, or his/her representative, shall report to the Contract Administrator at least once each work day between 8:00 a.m. and 5:00 p.m.

G. Contract Administrator

The Deputy Director of Parks and Streets Maintenance 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.

Inspection or supervision by the Contract Administrator shall not be considered as direct control of the individual workers and their work. The direct control shall be solely the responsibility of the Contractor's foreman or superintendent.

H. Firm's Status

The Firm and his/her employees at all times shall be considered as an independent contractor and not as employees of the City. The Firm shall exercise all supervisory and general control over all day-to-day operations including control over all workers' duties, payment of all wages to Firm's employees, and the right to hire, fire, and discipline all his/her employees.

As an independent contractor, the Firm's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor shall the Firm or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation, or the like from the City of Portage.

I. Firm's Employees

The Firm shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any foreman or worker employed by the

Firm or subcontractor, who in the opinion of the Contract Administrator, does not perform his work in a skilled manner, or appears to be incompetent, or acts in a disorderly or intemperate manner, shall at the written request of the Contractor Administrator be removed immediately from work required under this contract and shall not be utilized again in any portion of the work without approval of the Contract Administrator.

J. Laws and Municipal Ordinances

The Firm shall keep himself/herself fully informed of all laws and 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. All vehicles used shall conform to the Michigan Motor Vehicle Code including, but not limited to, exterior lighting standards.

K. Permits and Licenses

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

L. Industry Rules and Codes

All work shall 1) be done in compliance with the applicable rules of the industry, which shall be considered as included in these specifications, 2) shall comply with all Local and State Codes, and 3) be approved by the City.

M. Equipment

The equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contract Administrator. Equipment deemed by the Contract Administrator to be of improper type of design or inadequate for the purpose intended shall not be used.

The City may require a demonstration of the equipment to be used. Demonstrations will be at no cost to the City.

N. Equipment, Inspection, and Liability

The Contract Administrator shall have the right at any time to inspect all equipment which is to be used in carrying out the terms of this contract. Any

such equipment or components which do not comply with Local, State, and Federal codes may be rejected by the City.

O. 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 changes in the work or deviations from the contract documents caused thereby.

P. Protection of Property

The Firm shall be responsible for protecting and preserving from damage brought about by fulfilling the obligations of this contract any and all facilities, or properties (public and private) which are within or adjacent to the area being worked in.

The Firm 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.

Q. Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable and scheduled period of time.

R. Cancellation Option

The City reserves the right to cancel the contract by giving 30 days written notice to the Firm. If cancellation is for Default of Contract, due to non-performance, the contract may be canceled at any time. In the event of such termination, the City may deem it appropriate to perform services similar to those so terminated. The Firm shall be liable to the City for any excess costs for such services. The Firm 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.

S. Billing and Payment

The Firm shall present an invoice in duplicate billing for services rendered not more often than weekly. The billing shall be at the appropriate formula pertaining

to the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions or changes in service. The City will pay the billed amount monthly, but not sooner than 30 days after receipt of invoice.

T. Changes and/or Contract Modifications

The City reserves the right to increase or decrease services, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be based on a prorated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract, will be negotiated at the time of occurrence.

Changes of any nature after contract award, which reflect an increase or decrease in requirements or costs will not be permitted, however, unless properly drafted change order forms are submitted by the Contract Administrator. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF CONTRACT ADMINISTRATOR APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

U. Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm and any subcontractors identified in the Project Information Sheet. The Firm agrees that any work under the contract to be assigned to subcontractors shall be done only with the prior approval of the City Contract Administrator.

V. Inspection of Work

The Firm shall furnish the City or authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of the Contract. The City may appoint qualified persons to inspect the Firm's operations and equipment, and Firm shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

W. Professional Appearance and Demeanor

The Firm must maintain an operation professional in appearance and fully functional. The work force is expected to be neat in appearance, uniformed, fully trained and competent to perform the required work. All vehicles and equipment used in the operation must be clean and mechanically sound.

X. Right to Require Performance

The City's failure at any time to require performance of any provisions by the Firm shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City of any breach of any provision be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Y. Working Conditions

In the performance of the Agreement, the Firm shall adopt working conditions and other employment policies which meet the approval of the City, provided however, that the Contractor will not be required to violate any applicable Federal or State statutory provisions.

Z. Safety and Accident Provision

It shall be the Firm's responsibility to maintain throughout the contract period a Safety and Accident Prevention Program which meets requirements of Federal, State, and local codes and all other authorities having jurisdiction over this work.

In the event of any personal injury accident in connection with the work, the designated representative(s) of the City shall be immediately notified and given all known facts regarding the accident.

AA. Job Safety Compliance

It shall be the responsibility of the Firm to comply with all the provisions applicable to the Occupational Safety and Health Act and MI-OSHA Regulations as enforced by the U.S. Department of Labor and the State of Michigan Department of Labor and to require all employees to comply with OSHA/MI-OSHA laws and regulations affecting job safety.

BB. Traffic and Pedestrian Control

Throughout all programs, all City streets shall remain open to traffic at all times except as directed by the Contract Administrator. The Firm shall be responsible for the proper protection of his work, tools, equipment, materials and employees at all times until final acceptance of the contract. The Firm shall supply all traffic control devices and traffic regulators as necessary to protect and maintain traffic and pedestrian movement. All traffic control devices and their usage shall be in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

### CC. Contract Duration

The duration of the Contract will be for 3 years. Further, this Contract may be renewed, expanded, and extended by mutual agreement in annual increments, (3) times, for a renewal period of (1) year each, provided that 1) the funds for subject contract are available and an operating budget is approved by the City, 2) that the Firm has established a satisfactory record of performance, and 3) the renewal proposal is satisfactory to both the Contractor and the City.

### **III. SPRING CLEANUP PROGRAM SPECIFICATIONS**

- A. The Firm shall provide all labor, supervision, equipment, supplies, materials, incidentals, and if necessary such subcontracting arrangements so as to completely encompass the scope of the Spring Cleanup Program to be provided as outlined within these specifications. The proposal outlined shall include necessary compensation to perform all requirements of the project as outlined herein to accomplish all functions normally considered a part of the workmanlike satisfactory public service as determined by the City of Portage. This program is for single residential properties and condominium complexes only. Apartments complexes, churches, schools, or commercial establishments are not part of this program.
- B. The Firm will pickup and collect all materials placed by the resident at each curb or roadside of each City of Portage major or local street, subject to the following conditions:
- C. Contract Schedule - The pickup program will begin April 22, 2013 and be completed May 23, 2013. Subsequent years beginning and ending on or near these dates. The schedule requires a Spring city-wide pickup with the service completed over a 24 work day period. The daily zones to be picked up are indicated on **Attachment A**. This map depicts the boundaries for the city-wide Spring Cleanup schedule.
- D. Maximum Allowable Schedule - The Spring Cleanup Program must be completed within 30 calendar days after the pickup has begun.
- E. Hours/Days of Pickup - The pickup must be conducted during daylight hours Monday through Friday from 7:00 a.m. to 7:00 p.m.
- F. Materials - All materials placed at the curb or roadside must be picked up in accordance with the following guidelines:
  - 1. All loose material is to be bundled, boxed or bagged in disposal containers that weigh less than 50 pounds.
  - 2. The Firm shall pickup and recycle all metal collected, if segregated.

3. All appliances/furniture are to be picked up. Refrigerators and freezers must be free from freon and appropriately tagged.
4. Auto parts of 50 pounds or less shall be picked up.
5. No garbage or animal waste shall be picked up.
6. Scrap building material generated from new construction, major remodeling, and/or demolition shall not be picked up.
7. No hazardous materials or chemicals meeting the definition established by the Michigan Department of Natural Resources regulations shall be picked up. Examples include, but are not limited to, such items as motor oil, paint (both oil base and latex), gasoline, kerosene, pest control chemicals and other household toxic cleaning agents.

#### G. Pickup Schedule

1. The schedule shall conform to the zone map per **Attachment A**. There will be no variation to this schedule unless prior approval is granted by the city.
2. Maintenance of Pickup Schedule

Once the pickup schedule is published, it is vital to the maintenance of public credibility that the published schedule be maintained. The successful Firm is required to make every effort including, but not limited to assignment of additional personnel and equipment, additional daily hours, and subcontractor arrangements as may be necessary to meet this schedule. This provision will be waived for such acts of God as tornadoes, flooding conditions, or other natural catastrophes beyond the control of the contractor, but will not be waived for unscheduled equipment breakdowns or routine inclement weather, including possible snowfall.

#### H. Disposal of Materials Collected

The scope of this contract shall cover the removal of materials from all areas as prescribed in these specifications.

#### I. Disposal/Tipping Costs

It shall be the responsibility of the Firm to build in all costs required to comply with the transportation and transfer of materials to appropriate landfill.

#### J. Lawn/Property Restoration

It shall be the responsibility of the successful Firm to leave all City right-of-way or private property in the same condition after pickup as the property was in prior to the pickup. The cost for repairing any property damage caused by the Firm, including but not limited to such items as damaged mail boxes, ruts in the lawn from heavy equipment tires, or "skinned" surfaces from the equipment operations shall be the sole responsibility of the Contractor.

#### K. Resident Notification - Inappropriate Materials

The Firm shall address a letter of explanation to be left at any location where all materials set out for pickup are not picked up due to non-compliance with those guidelines outlined in Item F. Such notice shall advise the resident of the specific reason that the material was not picked up. The format and content of this communication shall be approved by the Contract Administrator prior to commencement of the pickup. Copies of each letter to be furnished to the City.

#### L. Benefit of Doubt

It is the intention of the City to provide the most complete and beneficial program of pickup possible for its residents. Therefore, in all cases where any “gray area” or doubt exists regarding whether the material meets pickup guidelines or not, the Firm shall take positive action to remove the material as if the items meet guidelines.

#### M. Inquiries Regarding Items Allegedly Not Picked Up

All firms are encouraged to use a video tape recording system to record all pickup sites immediately following contractor pickup. The proposed video record will include a narrative description of the date, time, street, and location of pickup areas. It shall specifically include the address and a description of materials that are left behind due to non-compliance with pickup guidelines. This video tape record shall be used for addressing inquiries where allegations or misunderstandings regarding the time, date, and nature of items allegedly not picked up exist. These video tapes shall be available to the City during the pickup and for 30 days following the scheduled end of the pickup program. The Contract Administrator and the Firm shall use this electronic record for determining appropriate follow-up action, if any, regarding non-pickup inquiries. If the Firm chooses not to incorporate any video tape recording system as part of this bid, then the City of Portage Contract Administrator shall be the final authority in determining whether or not a follow-up pickup shall be warranted. The Firm shall anticipate any expenses related to this provision (including pickup by City of Portage vehicles where a Firm’s unit is not available within 6 working hours) in his/her bid.

#### N. Billing and Payment

The Firm shall present an invoice in duplicate billing for services rendered not more often than weekly. The billing shall be at the appropriate formula pertaining to the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additional deletions or changes in services. The City will pay the billed amount monthly, but not sooner than thirty (30) days after receipt of invoice.

#### O. Changes and/or Contract Modifications

The City reserves the right to increase or decrease services, or make any changes necessary, at any time during the duration of this contract or any negotiated extension thereof.

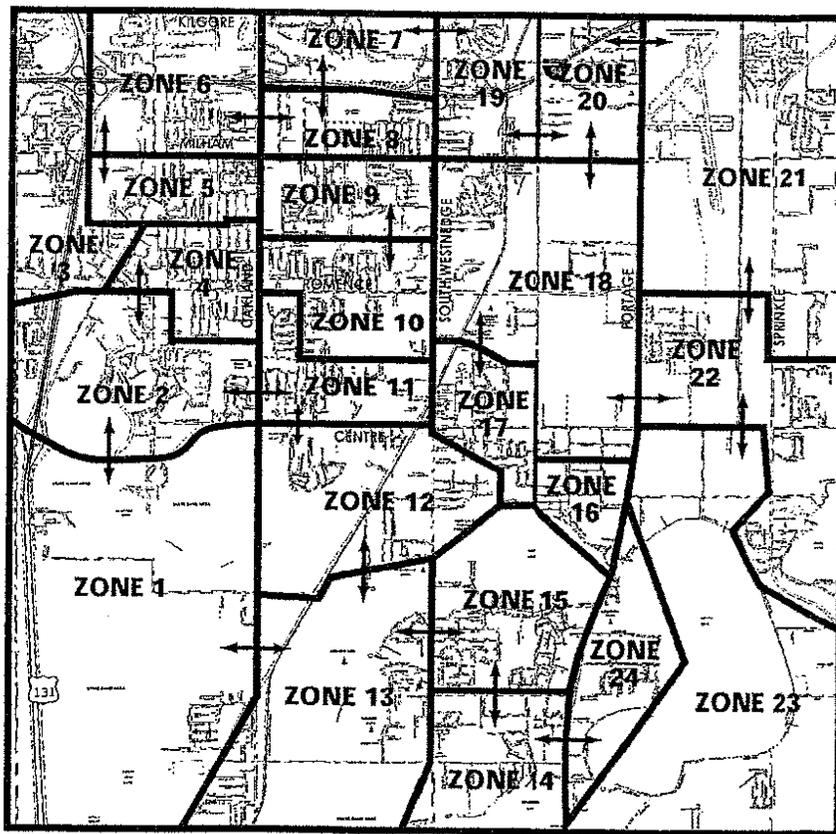
P. Fuel Surcharge – No fuel surcharges/modifications will be permitted during the life of this contract (3 years).

Q. HISTORICAL SPRING CLEANUP VOLUME

	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
Household Trash (compacted cubic yards)	1,489	1,760	1,724	1,688	2,383

ATTACHMENT A

**SPRING CLEANUP ZONES**





**CITY OF PORTAGE  
SPRING CLEANUP PROGRAM**

**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.

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

Sole Proprietor     Partnership     Corporation  
 Other \_\_\_\_\_

Business Name: \_\_\_\_\_

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

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

First Date in Business: \_\_\_\_\_

B. Is your business involved in any proceedings that may affect the ability of the business to continue under the business name for the duration of the contract?

Yes     No

If yes, please explain (use additional Page)

C. Primary staff to be assigned to the contract:

Owner/Partner/General Manager: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Other significant management personnel to be assigned:

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

D. Experience/References: Please indicate below the experience of the firm listed in Item A pertaining to the specific type of work listed. Please restrict projects listed to those projects performed similar in nature to the scope of work for the Portage project. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the project would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your company. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

- E. Please list references that you feel are most comparable to the specific scope of work being requested. If you wish to provide more than 3 references, use additional pages.

	Reference A	Reference B	Reference C
Name of Unit/Company			
Brief Project Description			
Project Contact Person			
Telephone (of Contact Person)			
Project Cost (Annual)			
Personnel Assigned from your Firm (from Section C)			
Self Evaluation			

E. Subcontractors

1. Do you propose to use subcontractors to perform work in accordance with this proposal?  
 Yes  No. (If yes, please identify subcontractor and work to be performed, use additional pages if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- F. A Project Information Sheet, a Proposal Guarantee, and a Cost Proposal Page 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

G. The award of the contract is based upon the following draft contract form.  
Is this document, as proposed, acceptable to you if you were to be awarded the bid?

Yes  No If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

H. List by type and style and capacities the rolling stock owned by your firm which would be utilized in executing this bid. Attach additional page(s) if necessary.

I. Do you utilize two-way communications?  Yes  No

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 Firm identified in Question A above to execute this information sheet on behalf of that Firm.

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

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

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

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

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

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

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

## *DRAFT CONTRACT AGREEMENT*

Following is a “*draft copy*” of the contract that will be executed by the City and the Contractor 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 Spring Cleanup Program, through \_\_\_\_\_, 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 bid per unit for material and labor as set forth in the conformed copy of the Contractor's proposal (or bid) as filed with the City on the \_\_\_\_ day of \_\_\_\_\_. 2012 the sum of which shall be

***2013 – Spring Cleanup***

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

***2014 – Spring Cleanup***

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

***2015 – Spring Cleanup***

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

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

### ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS

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

### ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

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

1. City of Portage Contract Conditions and Specifications
2. Advertisement for Bids
3. Instructions to Bidders
4. Special Provisions
5. Contractor's Proposal (or bid)
6. Contract (this document)

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)

FIRM

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Maurice S. 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 \_\_\_\_\_, 19\_\_\_\_.

WITNESSES:

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

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, Contractor, as principal and  
\_\_\_\_\_, as surety are held and firmly bound unto  
the City of Portage, Michigan, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter  
known as the City, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to said City, its legal  
representatives and assigns, for which payment well and truly be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, and each and every one of them jointly, firmly by  
these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the City of  
Portage, Michigan, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
wherein the said principal covenanted and agreed as follows, to wit:

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and  
under said contract, the above named principal has agreed with the City that for a period of two (2)  
years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the  
work done under said contract wither by the principal or his subcontractors, or his material supplies,  
that may develop during said period due to improper materials, defective equipment, workmanship or  
arrangements, and any other work affected in making good such imperfections, shall also be made  
good all without the consent or approval of the principal after the final acceptance of the work, and that  
whenever directed to do so by the City, by notice served in writing, either personally or by mail, on the  
principal at \_\_\_\_\_

\_\_\_\_\_ or \_\_\_\_\_  
\_\_\_\_\_ legal representatives, or successors, or on the surety at  
\_\_\_\_\_

WILL PROCEED at once to make such repairs as directed by said City and in case of failure to do so  
within one week from the date of service of such notice, or within reasonable time not less than one  
week, as shall be fixed in said notice, then the said City shall have the right to purchase such materials  
and employ such labor and equipment as may be necessary for the purpose, and to Maintenance and

said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actual paid therefore shall be charged to the principal surety. In this connection the judgement of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keeps aid work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed, and Delivered  
in the Presence of:

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

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