

NOTICE

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

VEHICLE MAINTENANCE –POLICE DEPARTMENT

If your firm plans to submit a bid for 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.

Released: March 2, 2012

REQUEST FOR BIDS

The City of Portage will open bids on Monday, March 26, 2012 prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Vehicle Maintenance –Police Department

You are invited to submit a bid for this project. 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: Vehicle Maintenance

FOR OPENING: March 26, 2012

General specifications, description and conditions upon which the bid is to be based are available at the City of Portage website <http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx>. Bid packages will also be mailed upon request.

A pre-bid meeting will be held on Friday, March 9, 2012 at 9:00 in the Portage City Hall Conference Room #1, 7900 South Westnedge Avenue, Portage, Michigan. Interested firms are strongly encouraged to attend.

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.

Questions regarding the nature of the work or the technical specifications should be directed to Deputy Director of Fleet & Facilities, Rodney Russell at 269-329-4441.

If you have any questions regarding purchasing procedures, insurance, or the contracting process, please contact the Purchasing Department at (269) 324-9284.

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Attachments

Attachment A - Police Department Vehicles

Attachment B – Apparatus Preventive Maintenance Service Sheet

Draft Contract

1. INSTRUCTIONS FOR BIDDERS

- 1.1. Project Summary: The City of Portage is seeking bids for a term contract with a qualified contractor that can provide full service preventive maintenance and minor repairs for its police vehicle fleet. Interested contractors may submit bids for any or all divisions.
- 1.2. Examination of Bid Documents: Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the bid the sum to cover the cost of all items included on the bid form.
- 1.3. Withdrawal of Bids
 - 1.3.1. Any bidder may withdraw his bid, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of bids.
 - 1.3.2. Each bid shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the Notice to Bidders.
- 1.4. Bid Opening: Bids will be opened and publicly read aloud at the time and place set forth on the cover page.
- 1.5. Bid Form: 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 bid on behalf of the bidder.
- 1.6. Delivery of Bids: Bids shall be delivered by the time and to the place stipulated in the Notice to Bidders. It is the sole responsibility of the bidder to see that its bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.
- 1.7. 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.

1.8. Bids Submitted via Facsimile Equipment

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

“Sealed Bid _____ for opening _____”
Bid Name Date

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

1.8.3. Whenever a bid 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 bid 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.

1.8.4. 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.

1.9. Indemnification

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

upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

1.10. Insurance -- The successful bidder will also be required to furnish the insurance below within ten days of Notice of Award.

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

1.10.2. Comprehensive General Liability Policy of at least \$2,000,000 for personal injury and property damage.

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

1.10.4. Garage Liability Insurance: Covers legal liability of garages, repair shops for claims of bodily injury and property damage arising out of business operations.

Bodily Injury - at least \$1,000,000/occurrence

Property Damage - at least \$1,000,000/occurrence

Bodily Injury - at least \$1,000,000/occurrence (Division A-1 only)

Property Damage - at least \$3,000,000/occurrence (Division A-1 only)

1.10.5. Garage Keepers Legal Liability Insurance: Provides coverage of storage garages, body and repair facilities for liability with respect to damage to vehicles left in their custody for safe keeping or repair.

Vehicle Damage - at least \$1,000,000/occurrence

Vehicle Damage - at least \$3,000,000/occurrence (Division A-1 only)

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

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

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

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

1.10.9. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

1.11. Representations: If any questions or responses require revision to the bid 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, bidders 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.

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

1.13. Basis of Award: Award will be made to a responsive and responsible bidder whose lowest total bid is determined by the City to be in the best interest of the City.

No contract is created until it is executed by all parties.

1.14. Bid Submission: In addition to a complete Bid Page, the bidder shall include:

1.14.1. A Project Information Sheet in format provided in the bid document.

1.14.2. Copies of any and all certifications and licenses of personnel and facility to be assigned to the Portage contract. Specifically, this includes EVT and State of

Michigan Certifications and licenses. In addition, the bidder shall submit proof of license by the State of Michigan as a motor vehicle repair facility.

- 1.14.3. The bidder shall certify in a written statement on company letterhead that they are not in default with the City of Portage and that all taxes, assessments, fees, etc. are otherwise up to date and in good standing with the City of Portage for any and all businesses that the bidder has an interest therein.

In addition, the bidder shall certify in a written statement on company letterhead that the bidder and each parent and/or affiliate of the bidder has not been indicted or convicted in any jurisdiction, been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency, or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction.

- 1.14.4. Financial Background: The bidder shall provide documentation that its business is financially capable of undertaking the proposed contract. The bidder shall provide audited financial statements and/or certified documents from their financial institution (bank or other) on which the majority of their business is conducted, demonstrating their ability to undertake this proposed contract.
- 1.14.5. Insurance Background: The bidder shall submit a certified statement from their insurance carrier(s) demonstrating adequate claims/safety record. Also, the bidder shall provide a copy of any and all OSHA/MIOSHA inspections and reports with its facility for the past five years which have been performed.

2. GENERAL CONTRACT TERMS

2.1. Contract Period, Extensions, Cancellation:

- 2.1.1. The contract shall be in effect for a two (2) year period.
- 2.1.2. The City may opt to extend this contract for up to two (2) additional one-year periods. All extensions shall be at the sole discretion of the City.
- 2.1.3. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- 2.1.4. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice without penalty.

2.1.5. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or by First Class mail to the last known address.

2.1.6. If cancellation is for default of contract or any part thereof by the contractor due to non-performance, the contract may be canceled at any time.

2.2. Standard of Performance:

2.2.1. Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

2.2.2. Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner, the Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City. Any default not cured within 30 days shall be grounds for termination.

2.2.3. In the event of any breach of this contract by the Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

2.2.4. The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

2.3. Subcontractors - Non Assignment: Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City.

2.4. Background and Reference Checks

2.4.1. Background Checks: Before award of the contract, the low bidder will allow the City to screen "ALL" persons who will perform work or serving under a contract with the City by utilizing the Michigan Department of Corrections' searchable data base, Offender Tracking Information System (TDIS), or other means as determined by the City.

2.4.2. Felonies: The Contractor shall not permit persons who have any felony convictions to perform work or services pursuant to the contract with the City:

Contractor has a continuing obligation to assure that a person does not become ineligible to perform work after the date of the search.

2.4.3. Motor Vehicle Records Checks: The Contractor shall obtain a complete driving record of all persons providing work or service for the City under this contract identifying driving violations, including Class B Commercial Drivers License for heavy fire apparatus vehicles at the time of contract award. Contractor shall only permit persons with an unrestricted valid driver's license and those who comply with the requirements herein to drive City vehicles and the Fire Apparatus. Contractors as well as the individual who will be driving shall complete and sign a driving record statement as provided below. *Any person with the convictions noted below will automatically be disqualified from driving city vehicles under the contract to the City of Portage.

- 1) Conviction of a driving related felony.
- 2) Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State driver's license point system. *Exception: Employees who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the five years previous to the date of the contract with the City will be accepted.*
- 3) An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the employee had been fined, sued and received an adverse judgment, applicant's insurance company settled for damages to other party or applicant settled out of court or otherwise was determined to be liable).
- 4) In the five years prior to the date of contract with the City, the person accumulated more than six points on the driving record, has been convicted of any alcohol or drug related offense, or has been convicted of driving while license was suspended or revoked.

*Driving Record Statement

Name _____

Drivers License No. _____

I, the driver, attest that while assigned to the City of Portage, I will maintain an unrestricted valid driver's license, will observe the rules of the road at all times, will not loan any assigned City of Portage vehicle to others, and will utilize the vehicle solely for the purpose of completing work assignments for the City of Portage. I will report all driving offenses I receive from this date to my supervisor. I further confirm that I am eligible to drive a vehicle under City policy above. I further confirm that I am eligible to drive a vehicle under City policy above.

Employee Signature Date

I, representing the Contractor, certify that the above indicated employee has a valid drivers license and adequate driving record as of this date and have made all background checks required.

Employer Signature Date

2.4.4. Reference Checks: The Contractor will obtain references from previous employers for recommended temporary employees.

2.4.5. Replacement Workers: If at any time the Contractor submits different employees for work at the City, the Contractor shall provide the same background, motor vehicle record, and reference checks for said employee for consideration by the City.

2.4.6. Subcontractors: All subcontractors have complied with the above requirements. Contractor agrees to apply all requirements herein to all persons working for subcontractors, as well. Contractor shall be responsible to obtain all information concerning the employees of all subcontractors.

2.5. Laws, Ordinances and Regulations

2.5.1. The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

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

2.6. Status of Contractor

The Contractor and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, 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 its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Contractor under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Contractor or employees of the Contractor be entitled to any City of Portage fringe benefit programs.

2.7. Supervision

The Contractor will supervise and direct the work of its employees. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Contractor will appoint a Supervisor who shall be the Project Manager for City contract purposes. The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be a binding as if given to the Contractor. The Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

2.8. Assignability

The Contractor agrees that the work proposed shall be accomplished by the Contractor and any subcontractors identified. The Contractor agrees that any work under the contract to be assigned to another business, and/or subcontractor shall be done only with the prior approval of the City Contract Manager.

2.9. Changes and/or Contract Modifications:

2.9.1. The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City prior to implementation of sale.

2.9.2. Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted, unless jointly approved by the City and the Contractor.

2.10. Taxes: The City is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City is making no representation as to any such exemption.

2.11. Default

2.11.1. The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- 2.11.2. Failure to provide insurance in the exact amounts and within the time specified or any extension thereof.
 - 2.11.3. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
 - 2.11.4. The unauthorized substitution of articles for those bid and specified.
 - 2.11.5. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- 2.12. Meetings: The contractor shall be available to meet with the Contract Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Contract Manager the severity of the circumstance warrants, no more than one (1) working day.
- 2.13. Inspection of the Work Sites: Before submitting bids for his/her work, the Contractor shall be responsible for examining the work sites, apparatus, etc. and satisfying himself/herself as to the existing conditions under which he/she may be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.
- 2.14. Reports: Upon completion of the repair service work, the Contractor shall provide the Contract Manager with a report giving a description of work done, labor, start and stop time and parts replaced. The report shall also list the parts brand name, description and any other information pertinent to the repair. The Contractor shall note any finding that might assist the City in determining the exact cause of the failure. Reports for preventive maintenance shall also include notice and description of next scheduled maintenance.
- 2.15. Estimated Work to be Performed: The Contractor shall prepare an estimate of any work to be performed except for preventive maintenance. The Contractor shall notify the City of the cost of the estimate and shall obtain a verbal authorization to proceed prior to beginning work. If during the work additional costs are anticipated, the Contractor must notify the City of the change in the estimated cost and obtain approval prior to proceeding. The written estimate shall be kept in the Contractor's vehicle history file.
- 2.16. Equipment, Vehicle, or Building Damages: The Contractor shall be held liable for all damages to any vehicle and/or building caused by the negligence of his/her employees while in his/her possession. All costs incurred shall be deducted (on a time and materials basis) from the Contractor's invoice. In the event such repair costs exceed the Contractor's invoice amount, the Contractor shall be billed for the amount in excess of his/her amount due.

- 2.17. Telephone Contacts: The Contractor shall provide to the City a list of telephone numbers to be used for requesting all services specified herein including phone numbers necessary to obtain emergency service outside of normal business hours seven (7) days a week, twenty-four (24) hours per day, including holidays.
- 2.18. Contract Managers: The Deputy Director of Fleet & Facilities shall be the contract manager. The Contract Manager will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.
- 2.19. Time for Completion of Work and Emergencies: The Contractor shall make every effort to make all emergency preventive maintenance and repairs as expeditiously as possible. Work is to commence within approximately one hour of notification of such reported repairs. It shall be expected that other normal repair work shall be performed within three to four working days commencing with start-up of repairs or the preventive maintenance work. The Contractor shall also provide on an emergency basis, services 24 hours a day, 7 days a week, including holidays. Such work, if outside of normal business hours, may be charged on an overtime basis. If the City requires repairs to be made on an overtime basis, the City agrees to pay the difference between the contract hourly rate for the repairs and the Contractor's overtime rate. No overtime charges will be accepted by the City without prior approval of the Contract Manager.
- 2.20. Repair or Replace: If the total cost for repair of any part represents 75% or more of the cost to purchase the new part, the Contractor shall notify the Contract Manager who shall determine whether to proceed with the repair of the old part or purchase the new part. The City reserves the right to obtain competitive prices or whatever is in the best interest of the City. All old replaced parts shall be held for a minimum of 15 days for examination by the City should the City staff desire to inspect the old part.
- 2.21. Miscellaneous Provisions
- 2.21.1. This agreement shall be governed by the law of the State of Michigan.
- 2.21.2. The City and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign this Agreement without the written consent of the other.
- 2.21.3. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor.

- 2.21.4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.
- 2.21.5. Invoices: The contractor will prepare a standard invoicing form (work order) for each vehicle serviced. At a minimum, the vehicle service form shall include:
- A. Make and model of the vehicle.
 - B. City identification number.
 - C. Year of the vehicle.
 - D. Current Mileage/engine hours of the vehicle.
 - E. Services performed.
 - F. Labor rate charged.
 - G. Mitchell (or equal as approved by the City) hours charged for service
 - I. Identification of parts utilized, Contractor's price and percent markup documentation.
 - K. Total cost of the parts and labor.
 - L. Name of Contract Manager approving repair with date and time.
 - M. Name of mechanic or service representative performing the work.
 - O. Type of engine oil and quantity used.
- 2.21.6. Payment: The vehicle service document invoices (work orders) are to be collected and forwarded to the respective City of Portage Contract Manager, not less often than monthly. The Contract Manager will review the service repair forms and approve them as to payment under the purchase order established by noting "OK to pay" on the invoice/work order form with Contractor Manager initials.
- 2.21.7. Invoice Turn-Around: It will be the goal of the City to pay invoices submitted within a reasonable period of time, which will generally be less than 60 days. The City of Portage will not agree to pay any penalty for late payment of invoices.
- 2.22. Guarantee: All parts and workmanship shall be guaranteed by the contractor. Any repairs that are required due to faulty materials, workmanship, improper diagnosis, design or construction shall be made by the Contractor at no additional charge to the City.
- 2.23. Materials, Inspection and Responsibility
- 2.23.1. The Contract Manager shall have the right to inspect any parts and/or materials to be used in carrying out the terms of the contract.
- 2.23.2. The City does not assume any responsibility for the availability of any materials, equipment or components required under the contract.

- 2.23.3. Materials, equipment, components or completed work not complying may be rejected by the Contract Manager or designated representative, and shall be replaced by the Contractor at no additional cost to the City.

3. GENERAL REQUIREMENTS

- 3.1. Facility: The successful bidder shall own or have access to a facility or facilities necessary to properly service and store indoors, any apparatus covered by this contract. No vehicle shall be left outside overnight; all vehicles shall be stored in a locked, secure building.
- 3.2. Equipment: The successful bidder shall own or have access to state-of-the-art mechanical and electronic analyzers and related equipment necessary to properly service apparatus covered by this contract.
- 3.3. Contractor Location: Only contractors with a facility located within approximately 10 miles of City Hall will be awarded this contract.
- 3.4. Service Personnel Qualification and Certification: The Contractor agrees to provide state Certified Mechanics to provide service for City of Portage vehicle repairs. It is preferred that all technicians shall meet the qualifications of the Emergency Vehicle Technician Professional Qualifications.
- 3.5. Manuals: Contractor shall provide and maintain current technical repair manuals as supplied by the equipment manufacturers of the equipment specified herein.

4. SPECIFICATIONS –POLICE VEHICLES

- 4.1. Background Information: The City of Portage Police Department maintains a fleet of approximately 35 vehicles that are used in providing police service to the community. Approximately 18 of those vehicles are used for administrative, criminal investigation, and youth services assignments not generally associated with patrol related activity. The remaining vehicles are assigned to police patrol related duties with 14 patrol vehicles and 2 command vehicles typically assigned to at any one time. A list of all vehicles, including make, model, year, user division, and VIN number are listed in Attachment C.
- 4.2. Description of Work
The contractor will provide preventive maintenance, minor repairs, and servicing of all vehicles at an hourly rate. The contractor must provide a preventive maintenance schedule for all vehicles covered under this contract, which shall at a minimum cover all work indicated on Attachment B. The contractor agrees to fill out one Attachment B document for each preventive maintenance service scheduled and performed.

The work is outlined as follows: At a minimum, service should include the following

general areas.

- 4.2.1. Drop-in service at specified times for lubrication and oil change, including replacing air and oil filters, and refilling fluid levels as necessary, and a complete PM inspection per Attachment B.
- 4.2.2. Provide service related to vehicle tune ups, including, but not limited to such items as:
 - A. Change spark plugs
 - B. Adjust timing
 - C. Inspect plug wires, rotor and distributor cap
 - D. Change fuel filter
 - E. Test emission control system
 - F. Test ignition system
 - G. Test and repair electronic fuel injection system
- 4.2.3. Perform routine electrical and mechanical repair, including but not limited to areas such as:
 - A. Repair or replacement of alternator
 - B. Repair and replacement of starter
 - C. Repair and replacement of other engine components
- 4.2.4. Perform suspension related maintenance, including but not limited to:
 - A. Replace shocks and struts
 - B. Rotate tires
- 4.2.5. Perform heating and cooling system maintenance
- 4.2.6. Perform brake system repairs
- 4.2.7. Perform chassis and front end related repairs
- 4.2.8. Perform electrical system repairs - preferred that all technicians be EVT L-1 Law Enforcement Installation Certified or equivalent.
- 4.2.9. Parts – The contractor shall provide all parts, fluids, and other ancillary items for vehicle repairs that are necessary. Parts shall be the highest grade within the brand provided. The parts provided shall be OEM, or may be an alternate designated by the supplier/manufacturer as meeting the OEM specification. In the later case, such alternate will require the approval, in advance, by the Contract Manager. Oil and Oil Filters must be approved by the Contract Manager.

All parts invoices shall show the Contractor's price and the price charged to the City of Portage. The City will be responsible for making payment upon documentation by the Contractor of its receipt and installation.

4.2.10. Parts Markup and Labor Rates–

A. The Contractor shall provide service of the vehicles based upon his proposed hourly rate to be provided on the bid page. In addition, the hours of labor charged for repairs shall not exceed the flat book rate as contained in the current version of Mitchell On Demand (or equal as approved by the City). Such rate and hours shall be provided on each invoice submitted for payment to the City.

B. The Contractor shall also provide a percentage markup, above his actual cost, that he will charge to the City for all parts utilized in the service of vehicles. Such percentage markup shall be based upon an anticipated volume of parts needed for repairs under this agreement. Such preset markup shall be included on the bid page.

4.2.11. Pick Up and Delivery of Vehicles to be Serviced

Routinely, the contractor will be asked to pick up and deliver vehicles at no additional charge. The City of Portage agrees to work with the contractor to maximize pick up and delivery efficiency, but the Contractor shall provide this service as may be necessary.

4.2.12. The contractor must have an “out of service” sign on the vehicle if it has to be driven on public roads. The sign must be approved by the Contract Manager.

4.3. Mechanic Certification: It is preferred that all technicians be EVT L-1 Law Enforcement Installation Certified or equivalent. Consideration in the evaluation of bids will be given to such credentials and capability.

5. PROJECT INFORMATION SHEET -- PORTAGE VEHICLE MAINTENANCE

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Bids 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.

5.1 Indicate the response that best describes your business:

_____ Sole Proprietor _____ Partnership _____ Corporation

_____ Other (please explain) _____

Business Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

5.2 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)

5.3 Primary staff to be assigned to the contract:

Owner/Partner: _____

Project Supervisor: _____

Principal Professional(s)/Mechanic(s) List areas of certification by State of Michigan and Emergency Vehicle Technician Professional Qualifications (EVT) for each mechanic listed (use additional pages if necessary).

Other significant technicians and employees to be assigned, including years of experience:

5.4 List maintenance contracts similar to work requested for this project where your business has provided professional services.

| | <u>Name of Unit/ Company</u> | <u>Project Contact Person</u> | <u>Phone</u> | <u>Estimated Annual Contract Value</u> |
|----|----------------------------------|---------------------------------------|--------------|--|
| A | | | | |
| B. | | | | |
| C. | | | | |
| D. | | | | |
| E. | | | | |

(If more than five references are available, please list those that you feel are most comparable to the scope of work being requested. Do not list references over 10 years old.)

5.5 Subcontractors: Do you propose to use any subcontractors to perform work in accordance with this bid (examples include transmission repairs, engine overhaul, etc.)?

_____ Yes _____ No. (If yes, please identify subcontractor and work to be performed. Use additional pages if necessary)

5.6 Draft Contract: The award of the contract is based upon the draft contract form attached. 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.)

5.7 A Project Information Sheet, Cost Bid Page, Warranty Information, and Mechanic Certifications are required for submission as a part of these specifications. Have all items been included with your bid?

Yes No If answer is no, please explain.

5.8 Specify hours that Police Department vehicles can be serviced for drop-in hours.

5.9 List any areas of service that you could not provide under this contract (example: body work).

5.10 Location where work will be performed, including number of vehicles and apparatus capable of undergoing routine services at one time.

BID PAGE
POLICE VEHICLE MAINTENANCE

I, the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Bids. ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR BID SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE BID PAGE.

I propose to provide vehicle maintenance service as specified in the bid specifications at the hourly rate(s) listed below, except as outlined on the attached sheet entitled "Exception to Specification."

| | |
|---|----------|
| <u>LABOR</u> – Hourly Rate \$ _____/hr X 560 hours (estimated hours for 2 yrs) | \$ _____ |
| <u>PARTS</u> –Percentage Markup _____% X \$37,000 (estimated wholesale price for 2 years) | \$ _____ |
| <u>TOTAL</u> | \$ _____ |

Labor and parts quantities are estimates and for bid comparison purposes only. Actual labor and parts quantities will vary.

I certify that all information provided in the Project Information Sheet 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 the authority to submit this bid which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or business, 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 terms of the bid specification except where specifically noted on the attached "Exception to Specification Sheet."

TERMS: _____ FIRM: _____
(Minimum of 30 days, please specify any discounts given) BY: _____

DATE: _____ Signature
BY: _____
Print or Type

POSITION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

ATTACHMENT A

| YEAR | MAKE | MODEL | VEH NO | VIN NUMBER |
|------|-----------|----------------|--------|--------------------|
| 1996 | CHEVROLET | CAVALIER | NIS | 1G1JF5245T7294919 |
| 2007 | FORD | CROWN VICTORIA | 120 | 2FAHP71W47X155728 |
| 2007 | FORD | CROWN VICTORIA | 117 | 2FAHP71W57X155725 |
| 2007 | FORD | CROWN VICTORIA | 114 | 2FAHP71W57X155722 |
| 2007 | FORD | CROWN VICTORIA | 119 | 2FAHP71W47X155727 |
| 2008 | FORD | CROWN VICTORIA | 121 | 2FAHP71V28X151247 |
| 2008 | FORD | CROWN VICTORIA | 122 | 2FAHP71V28X151248 |
| 2010 | FORD | CROWN VICTORIA | 123 | 2FABP7BV5AX117541 |
| 2010 | FORD | CROWN VICTORIA | 125 | 2FABP7BV5AX117538 |
| 2010 | FORD | CROWN VICTORIA | 124 | 2FABP7BV7AX117539 |
| 2010 | FORD | CROWN VICTORIA | 126 | 2FABP7BV3AX117540 |
| 2011 | FORD | CROWN VICTORIA | 128 | 2FABP7BV8BX137641 |
| 2011 | FORD | CROWN VICTORIA | 130 | 2FABP7BV6BX137640 |
| 2011 | FORD | CROWN VICTORIA | 127 | 2FABP7BV3BX137644 |
| 2011 | FORD | CROWN VICTORIA | 131 | 2FABP7BV5BX137645 |
| 2011 | FORD | CROWN VICTORIA | 132 | 2FABP7BV1BX137643 |
| 1991 | CADILLAC | DEVILLE | 09 | 1G6CD53B5M4311209 |
| 2003 | DODGE | DURANGO | 89 | 1D4HS38NS3F575970 |
| 2004 | FORD | E450 - CHASIS | 99 | 1FCLE49504HB52099 |
| 2008 | FORD | FORD 500 | 30 | 1FAHP24WX8G113830 |
| 2003 | CHEVROLET | SUBURBAN | 88 | 3GNGK26U33G276887 |
| 2003 | CHEVROLET | SUBURBAN | 87 | 3GNGK26U43G273447 |
| 1999 | PONTIAC | SUNBIRD | 23 | 1G2WJ52K0XF326816 |
| 2011 | CHEVROLET | TAHOE | 38 | 1GNSK2E08BR270462 |
| 2011 | CHEVROLET | TAHOE | 39 | 1GNSK2E07BR270615 |
| 2001 | FORD | TAURUS | 59 | 1FAFP558S21G202253 |
| 2005 | FORD | TAURUS | 106 | 1FAFP53U65A269127 |
| 2005 | FORD | TAURUS | 105 | 1FAFP53U65A269128 |
| 2006 | FORD | TAURUS | 108 | 1FAFP53U56A192445 |
| 2010 | FORD | TAURUS | 62 | 1FAHP2HW4AG130865 |
| 2011 | FORD | TAURUS | NIS | 1FAHP2DW2BG159952 |
| 2011 | FORD | TAURUS | NIS | 1FAHP2DW0BG159951 |
| 2011 | FORD | TAURUS | 45 | 1FAHP2DW98G159950 |
| 2005 | FORD | VAN | 100 | 1FBSS31L7WHA32486 |
| 2003 | FORD | WINDSTAR | 90 | 2FMZA50473BB66776 |

*NIS – Not in Service

ATTACHMENT B

Preventive Maintenance Guide

DATE: _____

VEHICLE # OR PLATE: _____

LEASE: _____

CUSTOMER: _____

INSPECTOR TO INSPECT, MAKE ADJUSTMENTS TIGHTEN AND ADD NEEDED FLUIDS ON ALL OPERATIONS REPORT ANY UNLISTED DEFECTS. REFER TO APPLICABLE SERVICE PUBLICATION FOR CURRENT SPECIFICATIONS AND RECOMMENDED ADJUSTMENTS. RECORD MATERIAL, LUBRICANTS & FLUIDS USED ON INSPECTION GUIDE. NOT EVERY ITEM LISTED BELOW WILL BE CHECKED UNLESS IT IS A CUSTOMER VEHICLE COMPLAINT. THEIR MAY ALSO BE AN ACCOMPANYING CHARGE FOR INSPECTING SUCH COMPLAINTS.

INSPECTION CODE: = OK = ADJUSTED 0 = REPAIRS NEEDED

ELECTRICAL

CODE MAT'L

| | | |
|-------------------------|--|--|
| ALTERNATOR | | |
| STARTER | | |
| BATTERIES | | |
| BATTERY TERMINALS | | |
| BATTERY HOLD DOWN & BOX | | |
| WIRING | | |
| LIGHTS | | |
| HORN | | |

CHASSIS

CODE MAT'L

| | | |
|-----------------------|--|--|
| TIE ROD ENDS | | |
| DRAG LINK | | |
| BALL JOINTS | | |
| ALIGNMENT 2 WHEEL | | |
| ALIGNMENT 4 WHEEL | | |
| RACK & PINION | | |
| POWER STEERING PUMP | | |
| POWER STEERING HOSE'S | | |

COOLING SYSTEM

| | | |
|--------------------------------|--|--|
| RADIATOR CONDITION | | |
| ANTI FREEZE PROTECTION - _____ | | |
| HEATER HOSES | | |
| RADIATOR HOSES | | |
| BELTS | | |

TIRE'S

| | | |
|-------------------------------|--|--|
| TIRE CONDITION | | |
| TIRE PRESSURE FRONT _____ LBS | | |
| TIRE PRESSURE REAR _____ LBS | | |
| WHEELS | | |
| VALVE STEMS | | |

ENGINE & DRIVETRAIN

| | | |
|--------------------------|--|--|
| ENGINE OIL LEAKS | | |
| TRANSMISSION FLUID LEAKS | | |
| ENGINE OIL LEVEL | | |
| TRANSMISSION FLUID LEVEL | | |
| U-JOINTS | | |
| DRIVE SHAFT | | |
| CV JOINTS | | |
| CV BOOTS | | |
| DIFFERENTIAL OIL LEVEL | | |
| ENGINE MOUNTS | | |
| TRANSMISSION MOUNTS | | |

FILTERS

| | | |
|-------------|--|--|
| AIR FILTER | | |
| OIL FILTER | | |
| PCV VALVE | | |
| FUEL FILTER | | |

EXHAUST SYSTEM

| | | |
|---------------------|--|--|
| MUFFLER | | |
| EXHAUST PIPE | | |
| TAIL PIPE | | |
| HANGERS | | |
| CATALYTIC CONVERTER | | |

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 all vehicle maintenance and shall furnish all of the labor, materials, necessary tools, expendable equipment and transportation services required to perform and complete in a workmanlike manner all the work required for vehicle maintenance in strict accordance with the terms and conditions as outlined in the bid dated _____. The Contractor shall do everything required by this Contract and 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 unit prices for material and labor as set forth in the bid as filed with the City on _____ as full compensation for furnishing all the equipment and materials and for all costs of all premiums on insurance and for doing all the work contemplated and specified in this contract, also for all losses or damages arising out of the nature of the aforesaid work 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 faithful completion of the work and the whole thereof in compliance with the vehicle maintenance requirements of the City of Portage. Payments are to be made to the Contractor in accordance with the provisions embodied in the Contract Documents hereto attached.

ARTICLE III – TERMINATION BY THE CITY OF PORTAGE

The City may, by written notice to the Contractor, terminate the right to proceed as to the whole or any part of this contract (1) if the Contractor fails to perform the services within the time specified, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, (3) the Contractor fails to perform any other provisions of the contract, 4) an agreement for service through an intergovernmental cooperative effort including vehicle maintenance and repair is

established. In the event of termination for any of the above reasons, the City of Portage will provide a minimum of 30 days written notice and the contractor will be fully compensated for all work performed by the Contractor that was approved by the City Contract Manager at the rates identified in this contract.

ARTICLE IV – CONTRACT TERM

This contract shall remain in full force for a two year period provided that 1) the funds for subject contract are available and an operating budget is approved by the City, 2) and that the Contractor has established a satisfactory record of performance.

ARTICLE V - 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. City of Portage Contract Conditions and Specifications
3. Supplementary Conditions
4. Advertisement for Bids
5. Instructions to Bidders
6. Special Provisions
7. Plans
8. Contractor's Bid

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Maurice 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: _____

