



Financial Services – Purchasing Department

## NOTICE

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

### STREET SWEEPER RENTAL

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.com](mailto:purchasing@portagemi.com) 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: January 15, 2013

### NOTICE TO BIDDERS

The City of Portage will open sealed bids on Tuesday, February 5, 2013 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

#### SWEEPER RENTAL

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: SWEEPER RENTAL

FOR OPENING: February 5, 2013

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website:

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

Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

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

# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Examination of Bid Documents

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

## 1.2. Withdrawal of Bids

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

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

## 1.3. Bid Opening

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

## 1.4. Bid Form

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

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

## 1.5. Bids Submitted via Facsimile Equipment

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

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

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

1.5.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal

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

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

1.6. Basis of Award.

This bid may be awarded to separate vendors for the Spring Season and Fall Season Street Sweeper Rentals. This bid award will be based on the Season Total for three years for 4-week rental in the spring and 6-week rental in the fall. Award will be made to a responsive and responsible bidder whose lowest Season Sweeper Total is determined by the City to be in the best interest of the City. Individual quantities and prices, when requested, are for information only. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the bid adjusted accordingly.

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Deputy Director of Fleet and Facilities, Rod Russell, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

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

2.3. Contractor's Insurance

The successful bidder will also be required to furnish:

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

- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000 for personal injury and property damage.
- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.3.5. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The certificate of insurance must contain the following statement:
- THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).
- 2.3.6. The certificates of insurance indicated above shall carry a written cancellation notice and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.
- 2.3.7. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

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

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

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

## 2.5. Indemnification

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

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

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

## 2.6. Jurisdiction Authority

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

for the State of Michigan.

2.7. Severability

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

2.8. Compensation to be Paid to the Contractor

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

2.9. Contract Period

The contract period shall be for approximately four (4) weeks in the spring and six (6) weeks in the fall for three (3) years. In addition, the contract may be renewed, with the approval of the City of Portage, for up to three (3) additional one (1) year periods at the option of the City.

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

**3. SPECIFICATIONS**

3.1. The City of Portage plans to rent two (2) street sweepers for approximately four (4) weeks in the spring and six (6) weeks in the fall with delivery dates and pickup dates as indicated in the following table: (dates are estimated and subject to change by no more that one (1) to two (2) weeks).

**Street Sweeping Equipment Delivery and Pickup Dates**

<b>Fiscal Year (July-June)</b>	<b>Purpose</b>	<b>(2) Sweepers Delivery Dates (No Later Than)</b>	<b>(2) Street Sweepers Pickup Dates</b>
2012-2013	Spring Street Sweeping	Friday, April 26, 2013 by 12:00 p.m.	Monday, May 27, 2013
2013-2014	Fall Street Sweeping	Friday, October 25, 2013 by 12:00 p.m.	Monday, December 9, 2013
2013-2014	Spring Street Sweeping	Friday, April 25, 2014 by 12:00 p.m.	Monday, May 26, 2014
2014-2015	Fall Street Sweeping	Friday, October 24, 2014 by 12:00 p.m.	Monday, December 8, 2014
2014-2015	Spring Street	Friday, April 24,	Monday,

	Sweeping	2015 by 12:00 p.m.	May 25, 2015
2015-2016	Fall Street Sweeping	Friday, October 23, 2015 by 12:00 p.m.	Monday, December 7, 2015

- 3.2. For Spring Street sweeping the sweepers must be four wheel truck mounted high dumping capability mechanical type, equipped with gutter and main brooms. The sweepers must have a Hi-way transport speed of 55 mph.
- 3.3. For Fall Street sweeping the sweepers need to be a vacuum type and equipped with gutter and main brooms. The sweepers must have a Hi-way transport speed of 55 mph.
- 3.4. The sweepers must be able to obtain a minimum speed of 25 miles per hour.
- 3.5. The sweepers must not be older than four (4) years. This age limit applies to each year of the contract and each year of the renewal options.
- 3.6. The successful bidder will deliver the sweepers with new main and gutter brooms and a full tank of fuel. The city will be responsible for the replacement of gutter and main brooms during the rental period. At the end of the rental period, the city will provide new main and gutter brooms and a full tank of fuel.
- 3.7. The successful bidder shall supply a list of vendors who can supply the brooms for each rented sweeper. This list shall include the company's name, address, phone numbers, and email addresses for broom purchases.
- 3.8. The successful contractor will be required to provide operator and mechanic training on each rented sweeper prior to the scheduled Monday sweeping project date.
- 3.9. The city will be responsible for the cost of fuel used during the rental periods.
- 3.10. Sweepers shall be equipped with all required Department of Transportation safety devices and equipment.
- 3.11. The city reserves the right to have the vendor demonstrate all sweepers prior to contract award to ensure the ability to perform street sweeping maintenance functions.
- 3.12. All needed repairs will be reported to the lessor for approval before repairs are made by City of Portage certified mechanics.
- 3.13. All repair costs, (including lost time due to unit being out of service) that are authorized by the lessor will be deducted from the rental, before final payment will be made. Contractor represents that the sweeper(s) will be in excellent operating condition and shall meet all applicable manufacturer's operating criteria. Contractor will be considered in default of equipment is not in excellent operating condition.

- 3.14. Successful bidder must be able to support sweepers for any service required during the rental period. A successful bidder will be responsible for any costs associated with unexpected breakdowns of the equipment during the rental period. The bidder will either repair or provide equivalent substitution of any equipment identified that becomes inoperable/unusable during the rental period within 24 hours of notification by the City.
- 3.15. The contractor will be required to provide a point of contact that will be available to answer questions about operations, maintenance, and possible replacements 7 days a week and 24 hours a day via cell phone, pager and/or email messages.
- 3.16. Price quoted to include delivery to and pickup from the City of Portage Department of Parks, Recreation, and Public Services, 7719 South Westnedge Avenue, Portage, Michigan per the previous listed schedule.
- 3.17. Fuel Surcharge – No fuel surcharges/modifications will be permitted during the life of this contract (3 years).
- 3.18. City will provide successful bidder with proof of insurance for rental period.
- 3.19. Bidder is to provide a draft copy of the lease agreement with the bid proposal.

**CITY OF PORTAGE -- BID PROPOSAL**

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

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

Spring Street Sweeper (refer to Section 3.2 for specification)

Year/Make/Model of Spring Sweeper Equipment to be Rented:

1. \_\_\_\_\_
2. \_\_\_\_\_

Rental Dates Spring Street Sweeping	# of Weeks	Quantity of Sweepers	Cost per Sweeper per Week	Total per Contract Fiscal Year
April 26 – May 27, 2013	4	2	\$ _____	\$ _____
April 25 – May 26, 2014	4	2	\$ _____	\$ _____
April 24 – May 25, 2015	4	2	\$ _____	\$ _____
<b>Spring Season Sweeper Total</b>				\$ _____

Fall Street Sweeper (refer to Section 3.3 for specification)

Year/Make/Model of Fall Sweeper Equipment to be Rented:

1. \_\_\_\_\_
2. \_\_\_\_\_

Rental Dates Fall Street Sweeping	# of Weeks	Quantity of Sweepers	Cost per Sweeper per Week	Total per Contract Fiscal Year
Oct. 25 – Dec. 9, 2013	6	2	\$ _____	\$ _____
Oct. 24 – Dec. 8, 2014	6	2	\$ _____	\$ _____
Oct. 23 – Dec. 7, 2015	6	2	\$ _____	\$ _____
<b>Fall Season Sweeper Total</b>				\$ _____

Street Sweeper Fleet:

Provide the following information about your company's' street sweeper fleet:

#	Make	Year	Mechanical or Vacuum
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

I have attached a draft copy of the lease agreement. \_\_\_\_Yes \_\_\_\_No

If no, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval. Please note that availability and delivery will be considerations in award of the bid.

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

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

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

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

Signature

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

Name and Title (print or type)

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

Street

City

State

Zip Code

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

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