

NOTICE

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

CLEANING MAINTENANCE OF PARK BUILDINGS

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

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: April 20, 2011

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, May 19, 2011 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Cleaning Maintenance of Park Restrooms, Picnic Shelters and Enclosed Structures

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: Park Structure Cleaning Maintenance

FOR OPENING: May 19, 2011

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

www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx.

Bid packages will also be mailed upon request.

A pre-bid meeting will be held at the Stuart Manor in the Celery Flats Historical Area (parking on Garden Lane at the Celery Flats Interpretive Center) at 10:00 a.m. on Tuesday, May 10, 2011.

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.

Restrooms are open daily for your inspection. Questions may be directed to John Milowe, Parks Superintendent at (269) 329-4524, 7:30 a.m. to 4:00 p.m., Monday through Friday.

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

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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 sixty (60) 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. 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. Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. 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 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. 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.

1.6. 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.

1.7. Bids Submitted via Facsimile Equipment

1.7.1. Transmittal page must be plainly marked and faxed to 269-329-4535.

“Sealed Bid _____ for opening _____”
Bid Name Date

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

1.7.3. 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.

1.7.4. 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.

1.8. Proposal Guarantee -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, 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. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.

1.9. Contractor's Insurance-- The successful bidder will also be required to furnish:

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

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

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

- 1.9.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 1.9.5. 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:
- 1.9.6. THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY.
- 1.9.7. The certificates of insurance indicated above shall be endorsed to provide at least 30 days prior written notice shall be given to the City of cancellation, material change in policy or of intent not to renew and 10 day cancellation notice for non-payment of premium.
- 1.9.8. 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.

1.10. City Contract Administrator

The Parks Superintendent, John Milowe, 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.

1.11. Laws and Municipal Ordinances

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

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

1.12. 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 Untied States District Court for the State of Michigan.

1.13. 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.

1.14. Compensation to be Paid to the Contractor

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

1.15. Qualifications of Bidders: Bids will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to these described in the attached specifications. In order to determine his/her qualifications, each bidder is requested to furnish a listing of comparable contracts which he/she has performed; a brief history of his/her operating organization and three references.

1.16. Power and Water: Electric power will be furnished by the City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his/her work. Hot and cold water will also be made available to him/her as necessary for that purpose.

1.17. Default: The City may, by written notice to the contractor, terminate the contractor's right to proceed as to the whole or any part of the contract: (1) if the contractor fails to perform the services within the time specified or any extension thereof; or (2) so fails to make progress as to endanger performance of the contract in accordance with its terms; or (3) the Contractor fails to perform any other provisions of the contract. In the event of such termination, the 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.

1.18. Contract Period: The contract resulting from this solicitation shall be in effect from July 1, 2011 through June 30, 2012, subject to availability of funds.

1.19. Renewal Option

- a. The contract may be renewed for an additional three years upon mutual agreement of the city and contractor. The city shall be the final authority in determining if a renewal proposal shall be accepted.
- b. No change in specifications or cost will be made by the contractor after award, without written authorization from the Director of Purchasing.

1.20. Additions and Deletions:

- a. The City may, at its option, add to or delete from those areas covered by

this contract, as it may serve the best interest of the City.

- b. The cost of additions or deductions will be mutually agreed to by the city and the contractor.

1.21. Extra Work: During the period of this contract, there may be occasions when extra services are required which are not a part of this contract. Costs for cleaning services provided in these situations will be negotiated at the time of each occurrence.

1.22. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest Season Total is determined by the City to be in the best interest of the City. 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 proposal adjusted accordingly.

2. SCOPE OF SERVICE:

- 2.1. The City of Portage provides quality restrooms in its parks and other public facilities. You will find them to be physically well maintained, freshly painted, well lit, with ceramic floor and half-walls with proper fixtures. Enclosed structures are equipped in a similar manner and rented by the public for meetings, weddings, training sessions, etc. The contractor selected to maintain these facilities must be able to provide a quality service *daily*.
- 2.2. The City of Portage Parks Department is seeking sealed bids for the cleaning maintenance of restrooms, pavilions and enclosed structures. Restrooms will be maintained in 18 separate locations along with 16 open picnic shelters and 4 enclosed structures used for group rentals.
- 2.3. The contractor shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of workmanlike, satisfactory janitorial services.
- 2.4. Frequency of Service

April	Pre-season cleaning of restrooms prior to opening.
May 1 – October 31	7 Days Per Week

3. SPECIFICATIONS: Cleaning Maintenance Of Park Restrooms, Picnic Shelters And Enclosed Structures

3.1 General Information

- 3.1.1 Refer to Attachment A for locations and descriptions of facilities to be maintained.
- 3.1.2 Contractor will supply all cleaning products, tools, ladders and equipment necessary to complete all work. The City will supply paper products and light bulbs.
- 3.1.3 The contractor will be responsible for pickup of City supplied items stored at the DPS facility at 7719 S. Westnedge. The contractor will have access to supplies during regular business hours 7:30 am to 4:00 pm. No supplies will be available during the weekend.
- 3.1.4 The contractor will supply a bi-weekly list of all supplies used and provided by the City.
- 3.1.5 Contractor will designate one individual as a liaison between the contractor and the city. This individual must be immediately reachable between 8:00 a.m. and 5:00 p.m. Cell phone contact would be preferred.
- 3.1.6 Contractor will meet with a Parks Department Representative biweekly to review each of the maintained facilities.
- 3.1.7 Contact persons with the city will be John Milowe, Parks Superintendent. He can be reached at (269) 329-4522. Backup cell phone number is (269) 217-6761.
- 3.1.8 Park Rangers unlock gates and restrooms daily. If contractor finds gates/restrooms locked, the contractor will be responsible for unlocking gates and buildings.
- 3.1.9 One complete set of keys will be issued to contractor on first day of operation.

3.2. Pre-Season Maintenance

All restrooms (except Stuart Manor) will require a detailed cleaning prior to being open to the public. This includes cleaning of ceilings, walls, doors, partitions, ceramic fixtures, metal faucets, light fixtures, dispensers, and power scrubbing of floors. Restrooms must be inspected and approved by the Parks Department contact person. See attachment A for list of restrooms/restroom pairs.

All open shelters/gazebos will be power washed prior to May 1st each spring.

3.3. Daily Restroom Cleaning

- 3.3.1 All restrooms listed in Attachment A will be cleaned.

- 3.3.2. All work is to be completed by 9:30 am each day. The contractor is expected to handle all cleaning in the overnite and early morning hours, seven days a week, and will alter their schedule to accommodate and complete all work prior to the start of all Parks calendar events.
- 3.3.3. The contractor will schedule all work so as to provide appropriate maintenance prior to the start of rentals and special events. An electronic copy of the Parks event calendar can be made available via E mail.
- 3.3.4. Clean lavatory, inside and outside of urinal and stool with D.D.D. (disinfectant, deodorant, detergent) and hot water.
- 3.3.5. Sweep floors daily,
- 3.3.6. All floors will be mopped once weekly at a minimum using mop with D.D.D. All floors must be mopped using hot water and D.D.D., as needed daily when floors are visibly dirty.
- 3.3.7. Clean walls and partitions as needed daily.
- 3.3.8. Supply all dispensers with paper towels, toilet paper, hand soap, deodorant cakes/batteries when needed. Notify Parks Department contact person daily by 9:30 am of non-working dispensers when noted.
- 3.3.9. Empty waste paper cans in nearest outside trash barrel.
- 3.3.10 Flush all stools and urinals, run all water, watching for leaks and proper function. Report all needed repairs to Parks Department contact person.
- 3.3.11 Check all door handles, door closures and safety chains, partition latches, locks, etc., and report all needed repairs to Parks Department contact person.
- 3.3.12 Unclog any stool, urinal, sink that you observe to be clogged. If you cannot repair, leave facility locked and call the Parks Department contact person immediately.
- 3.3.13 Clean all drinking fountains.
- 3.3.14. Check all lights and replace bulbs as needed, and remove cobwebs, dirt, bugs, etc. as required from lens covers .
- 3.3.15. Check walls, ceilings, and corners for cobwebs and remove when noted.
- 3.3.16. Observe ceilings (inside and outside) and skylights. Remove debris and clean when noted.

- 3.3.17. Vandalism (writing on the walls) will be cleaned and removed immediately. If cleaning cannot remove, the contractor must notify the Parks Department contact person immediately.
- 3.3.18. Whenever the contractor leaves a facility unlocked and open to the public, it must be clean, properly supplied, and pleasant smelling. No exceptions.
- 3.3.19. The contractor is required to notify the Parks Department contact person by phone daily at 329-4522 by 9:30 a.m. if they are unable to resolve, any contractual items, including leaks, vandalism, etc.

3.4 Weekly Restroom Cleaning

- 3.4.1. The Contractor is responsible to review and check the Parks event calendar posted in the Parks Superintendent's office at the DPS facility, 7719 S. Westnedge. The schedule is updated often and the contractor will be responsible for determining all rental and special events schedules.
- 3.4.2. The contractor will schedule all work so as to provide appropriate maintenance prior to the start of rentals and special events. An electronic copy of the Parks rental schedule can be made available via E mail.
- 3.4.3. Wash and wipe all walls, partitions, and doors with D.D.D. and hot water.
- 3.4.4. Mop floors with D. D. D. If floors become extremely soiled, mechanical scrubbing will be required.
- 3.4.5. Polish all stainless steel thoroughly.
- 3.4.6. Clean and remove bugs from all light fixtures, vent screens and louvers.

3.5 Open Pavillion and Gazebo Weekly Cleaning Clean all picnic shelters and gazebos, washing the picnic tables weekly with D. D. D. and water and sweep, blow clean, or hose clean all floors. The contractor will responsible for maintaining the entire shelter, including lights lenses, free of insects, dust , cobwebs and other debris.

3.6 After-Use Cleaning

- 3.6.1 Stuart Manor, the Grain Elevator, and Schrier Park Pavilion will be thoroughly cleaned after every use. The contractors shall clean these facilities from May 1 through October 31.
- 3.6.2. Cleaning between same day rentals in one facility will be the responsibility of the City. The contractor is expected to handle cleanings in the overnight and early morning hours.

3.7. Other Cleaning

3.7.1 Hayloft Theater

The Hayloft Theater will be cleaned three times during the season (April 1 through October 31) on demand. Refer to separate sheets that detail their individual maintenance.

3.7.2 Schrier Park Pavilion Cleaning (Average 5 cleaning per month)

- A. The pavilion will be cleaned per the Parks event calendar. The doors from the restrooms to the pavilion will be left locked. The two restrooms will be cleaned daily as described in the earlier specifications
- B. Tables and chairs will be stacked on appropriate storage devices in the southeast storage room of the room and washed clean as frequently as necessary.
- C. Floor will be wet mopped. Occasionally, dust mopping will suffice.
- D. Clean ashes from fireplace.
- E. Empty waste containers and place material in barrels outside pavilion.
- F. Clean drinking fountain.
- G. Wash all windows inside and out every other week, dusting window sills; wash painted wall as needed.
- H. Remove cobwebs, dust, etc., from walls and ceiling as needed.
- I. Remove bugs and clean light fixtures as necessary.

3.7.3 Grain Elevator Cleaning (Average 1 cleaning per month)

- A. Fold tables and stack chairs in southwest corner of the main floor and wash clean as frequently as necessary.
- B. Dust mop the wood floors on both levels and clean both sets of steps. Wet mop as necessary.
- C. Empty waste containers and place materials in barrels outside.
- D. Wash all windows inside and outside as practical every two weeks.
- E. Clean ceiling fans as needed. Dust all windowsill ledges, beam tops and other horizontal surfaces as necessary.

- F. Remove all cobwebs from ceilings, walls, lights, windows, and corners.

3.7.4 Stuart Manor Cleaning (Average 5 cleanings per month)

- A. Cleaning procedures in this area will be under the supervision of Parks Cultural Services, available at 329 4522. Cleanings will be scheduled per the Parks events calendar.
- B. Unlock and turn off alarm system.
- C. Clean stool and lavatory in bathroom, empty wastepaper, add toilet paper and c-fold towels as needed.
- D. Empty trash can in kitchen and install new liner, add c-fold towels in Kitchen, as needed.
- E. Vacuum all carpets.
- F. Clean kitchen sink and wipe counters, cabinets, and appliances as needed.
- G. Clean windows as needed.
- H. Wipe window sills upstairs and downstairs, remove all dead insects.
- I. Dust all furniture as needed.
- J. Clean storage room between kitchen and basement.
- K. Dust mop all wood floors, upper and lower level; wet mop when necessary. Move small table in foyer bay window area and sweep underneath.
- L. Sweep and wet mop floor covering in parlor and dining room as necessary.
- M. Wash marks on walls as necessary.
- N. Remove cobwebs from all ceilings, windows, lights, walls and corners.
- O. Note any minor repairs that need to be performed and inform the Parks Department at the end of shift.
- P. Contact the Parks Department at 329-4522 immediately for any major repairs that need to be performed.
- Q. Arm alarm system and leave Manor locked.

- R. Cleaning service will be responsible for all cleaning of Stuart Manor May 1 – October 31.

3.7.5 Hayloft Theatre Cleaning (Average 3 cleanings per **season**)

- A. The Hayloft Theatre will be cleaned three times between April – October. Cleaning procedures in this area will be under the supervision of Parks Cultural Services, available at 329-4522. The cleaning will consist of the following procedures.
- B. Unlock and turn off alarm system in lower section of the building.
- C. Wash or clean all walls in lower level of building.
- D. Dust and wet mop all floors in lower level of building.
- E. Clean dressing room bathroom.
- F. Clean two dressing rooms.
- G. Clean office and utility room in lower level of building.
- H. Clean and dust all walls in upper level of building to approximately eight feet in height.
- I. Wet mop all wood floors in upper level, including stage.
- J. Clean stairwell between upper and lower levels.
- K. Vacuum floors of lower and upper levels as necessary.

4. BID PROPOSAL – COMPREHENSIVE JANITORIAL SERVICES

I, the undersigned, having thoroughly familiarized myself with all the bid documents, including Information and Instructions to Bidders and the specifications incorporated herein by reference thereto, hereby propose to clean park restrooms, picnic shelters, and enclosed structures for the City of Portage for the period beginning July 1, 2011 and ending June 30, 2012 at the following price(s):

	Unit of Measure	Units	Unit Cost	Season Price
I. Pre-Season Cleaning of all restrooms (see Attachment A for list) and power washing of all open shelters/gazebos	L.S.	1	\$_____	\$_____
II. Daily/Weekly Cleaning of Restrooms (except Stuart Manor) see Attachment A for list	Monthly	6	\$_____	\$_____
III. After Use Cleaning, as needed				
A. Schrier Park	No. of Cleaning	30	\$_____	\$_____
B. Stuart Manor	No. of Cleaning	30	\$_____	\$_____
C. Grain Elevator	No. of Cleaning	6	\$_____	\$_____
Total After use Cleaning (A, B, C)				\$_____
IV. Other Cleaning – Hayloft Theatre	May, July, September	3	\$_____	\$_____
SEASON TOTAL, ITEMS I, II, III, IV				\$_____

List three businesses that you provide cleaning services for now as references:

	Business	Contact Person	Telephone
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The undersigned attaches hereto a bidder's bond in the sum of _____ Dollars (\$ _____) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

ALL EXCEPTIONS TAKEN TO THE SPECIFICATION SUPPLIED BY THE CITY OF PORTAGE SHOULD BE ATTACHED AND CLEARLY NOTED ON A PLAIN BOND SHEET.

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

BIDDER FIRM: _____

BY: _____
Signature

DATE: _____

BY: _____
Print or Type

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

ATTACHMENT A

Facilities to Clean

LOCATIONS	RESTROOM PAIRS	PICNIC SHELTERS
Bicentennial Park	1	1
Celery Flats – Grain Elevator	None	Enclosed Facility
Celery Flats – Interpretive Center	1	1 Gazebo
Celery Flats – Stuart Manor	N/A	Enclosed Facility
Celery Flats – Hayloft Theatre	1	Enclosed Facility
Central Park	1	1 attached shelter
Haverhill Park	1	1
Harbors West	1	1 attached shelter
Lakeview Park	1	2
Lexington-Green Park	1	2
Millennium Park	1	None
Oakland Drive Park	1	1 attached shelter
Ramona Park – Ball Diamonds	1	1
Ramona Park – Beach Area	1	2
Schrier Park	1	Enclosed Facility
South Westnedge Park	1	1 attached shelter
Westfield Park	1	1
West Lake Nature Preserve	1	1 attached shelter
Trailhead Park	1	1
Skate Park (S. Westnedge Park)	1	None

Totals: 18 Restroom Pairs; 4 Enclosed Facilities, 15 Picnic Shelters

Please note that the restrooms in the Schrier Park pavilion are accessible from the outside. Therefore, it is necessary to clean them on a daily basis. The enclosed portion of the pavilion is to be cleaned after every use/rental. The restroom in Stuart Manor is to be cleaned after every rental rather than daily.

DRAFT CONTRACT AGREEMENT

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

CITY OF PORTAGE
DRAFT CONTRACT

THIS CONTRACT made the ____ day of _____, 2011 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 the _____ all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and 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 for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the ____ day of _____ the sum of which shall not exceed:

_____	\$ _____
(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. Contract (this document)
2. Contractor's Proposal (or bid)
3. Specifications
4. Instructions to Bidders
5. Advertisement for Bids

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. [If the corporation is not a Michigan corporation, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify that
the contract between the City of Portage and _____,
print or type name of corporation
Inc., was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
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. [If the LLC is not a Michigan LLC, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify that
the contract between the City of Portage and _____
print or type name of LLC
LLC was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said 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: _____

