Bloomfield Township

STREET SWEEPING PROGRAM SPECIFICATIONS

1. **TERM OF CONTRACT:**
   The term of the contract shall be **three (3) years** with the possibility of an extension of up to 2 additional years bringing the total to a possible **five (5) years**, as mutually agreed upon by both parties and subject to the Township approving the Contractor’s performance after **year one (1)**.

2. **CURBED TOWNSHIP MAINTAINED STREETS:**
   Streets shall be swept once in the spring, once in the fall and once at the conclusion of winter. Sweeping for this contract will begin at the conclusion of winter 2015. Then, weather permitting, the spring sweeping shall begin by April 1st and conclude by June 1st each year and the fall sweeping shall begin by September 1st and conclude by October 15th each year.

   The sweeping must be complete, including gutters, roadside edges, travel lanes, centers, accelerations lanes, deceleration lanes, passing lanes and approaches. The Contractor shall ensure that there will be no trails of dirt and dust left on the streets and no indication that the sweeper was present other than a clean street.

3. **MAJOR AND TOWNSHIP ROAD INTERSECTIONS AND APPROACHES:**
   For the purpose of this contract, a Township road approach to a major road will be defined as the pavement from the outer edge of through travel lane to far end of the curb return/radius, curbed or uncurbed, intersecting a local street.

   A U-turn sweeping of the approaches is not acceptable. The entire approach, including the edges, gutter and center, must be cleaned.

4. **ON-CALL/ADDITIONAL SWEEPING SERVICES:**
   The Contractor shall provide on-call sweeping services to be utilized at the Township’s discretion at an agreed upon rate per hour/per mile as stated in the bid worksheet in Attachment C. Contractor shall respond within 24 hours for on-call sweeping work.

5. **DEBRIS REMOVAL:**
   The Contractor shall remove all materials, debris or other obstructions from the streets scheduled for sweeping which may interfere with the sweeping operation (ie tree limbs, rocks, garbage cans, etc.). This shall be done by the Contractor at his own expense with no additional cost to the Township. All spoils from street sweeping shall be transported to a TYPE III licensed landfill at the Contractor’s expense. The DPW facility will not be available as a disposal location or for equipment storage. Material and debris must be administered in accordance with all applicable Federal, State and Local laws, regulations and ordinances, in compliance with all applicable regulations promulgated by the Federal Environmental Protection Agency (EPA) and the Michigan Department of Environmental Quality (MDEQ).

6. **LABOR AND EQUIPMENT**
   A. The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient crew of workers, tools, materials and mechanical sweepers to perform the work specified. Street sweepers shall be Elgin Eagle or approved equivalent. A regenerative air sweeper may only be permitted for general street sweeping if approved by Road Foreman.
B. The Contractor shall provide a sufficient number of qualified employees to promptly complete all sweeping services throughout the Township. The Contractor shall employ, for all parts of the work, only competent and trustworthy workers, including reliable supervisors. All employees must meet Federal, State and Local requirements for employment. All employees shall be trained and knowledgeable in the services and specifics of this Contract and shall have appropriate safety training. Should the Township at any time give notice in writing to the Contractor or his representative that the work or behavior on the job of any employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be given written notice by the Contractor and can be removed from this contract at the direction of the Township. Should the employee be involved in any further incidents, the Contractor shall immediately remove the employee from any and all work associated with this contract by the Contractor and not again be permitted or be allowed to engage in any part of this contract.

The Contractor shall furnish their employees with uniforms, which shall be worn at all times and shall be as neat and clean as circumstances permit.

C. The sweeping equipment shall be equipped with a pressurized water spray system to control dust resulting from the sweeping operation. The Contractor must use this water/dust control system during all sweeping operations.

D. The Township shall provide water to the Contractor for this sweeping equipment at no cost. The water shall be obtained from Township approved locations only.

E. All sweeping equipment shall be equipped with all approved caution/safety lighting systems in compliance with all applicable Township, State and Federal requirements.

F. Each sweeper vehicle shall be kept in mechanically safe condition at all times and, to insure compliance herewith, the Township reserves the right to inspect the Contractor’s sweeper vehicles at any time to ascertain said mechanically safe condition.

The equipment shall be painted uniformly to Township standards, must be cleaned regularly and maintained in good condition. Each piece of equipment shall have the Contractor’s name clearly visible on all sides of the equipment. The Contractor shall not use a name containing Township or Bloomfield or other words implying municipal ownership. The equipment shall be cleaned as often as necessary to keep it presentable.

The Contractor shall provide and maintain during the entire period of this contract a fleet of such sweeper vehicles and support or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required by this contract. The number and type of vehicles initially required for the performance of all sweeping services shall be submitted and approved by the Township. Such approval by the Township shall not preclude its right to require the Contractor to provide sufficient collection vehicles to perform the work.

G. The Contractor shall not assign, sublet or subcontract the Contract or any part thereof to any person, firm, or entity, unless such proposed assignment or subcontract is first proposed to the Township, analyzed by and to the satisfaction of, the Township with
regard to the capability of a proposed assignee to responsibly and reliably undertake the
duties and obligations of this contract and is approved by resolution of the Township
Board. Consent may be withheld for any reason deemed justifiable by the Board with
regard to assignment.

H. Street sweepers shall sweep with the flow of traffic. While sweeping, sweepers shall not
exceed fifteen (15) miles per hour. Eighty five percent (85%) of the debris MUST be
removed along the roadway in order to be a satisfactory job that is approved by the
Township.

I. Bloomfield Township reserves the right to inspect the bidder’s equipment prior to the
award of bid and anytime during the performance of the contract.

J. The Contractor shall be responsible to clean streets of all debris and leaves naturally
deposited within the roadway. Removal of yard waste, obviously placed within the
roadway from the abutting property, will not be swept or removed by the Contractor and
shall be reported to the Road Foreman immediately.

K. Any damages caused by the Contractor during ANY part of the operation will be
repaired in a timely manner (within 24 hours). This includes but is not limited to:
sprinkler heads, lawn damage, plant beds etc. If the Contractor has knowledge of any
other damage in their work area not caused by them i.e. tire ruts or sod damage, the
Township should be notified within 24 hours.

L. Any complaints made by the public to a Contractor or an employee of the Contractor
shall be handled in a courteous and timely manner. The designated Township
representative shall be notified within twenty-four (24) hours of all complaints. All
employees of the Contractor will be courteous and professional to all of the public at all
times.

7. SCHEDULING:
All street sweeping shall be coordinated with the Department of Public Works at the direction of
the Road Foreman or his designee. At a minimum, the Contractor must contact the Road Foreman
24 hours prior to the start of work. Work shall not commence without the approval of the Road
Foreman. Notification via email messages, voice mail and faxes are not permitted. The Road
Foreman’s approval to proceed must be the result of one on one contact, in person or over the
phone. Local streets shall not be swept on the same day that refuse collection is scheduled
(collection schedule is attached). Sweeping shall not start before 7:00 a.m. or continue after 6:00
p.m., Monday through Saturday. Further, the Contractor shall not sweep major roads during peak
rush hour periods (morning 7:00 – 9:00 a.m. and afternoon 4:00 – 6:00 p.m.). Sweeping will not be
scheduled on Sundays or Holidays, unless authorized by the Township Supervisor.

8. DAILY REPORTS:
The Contractor shall submit a written daily report (on copies of the form attached hereto)
documenting the streets completed for each day of sweeping.

9. PAYMENT:
A. Subject to the terms and conditions of the Contract, the Township agrees to pay Contractor
in exchange for and consideration of the timely and satisfactory performance and
completion of the work required under and pursuant to the Contract. The Township
agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

B. All costs and expenses incurred by Contractor in the course of performing the work under this Contract are deemed to be included in the fees and amounts set forth in the bid worksheet, unless specifically identified in the bid worksheet as reimbursable expenses and such expenses have been approved by the Township or its designee. Contractor will obtain written approval of the Township prior to proceeding with any services or work that is not stated in these specifications; otherwise the Township will not be billed for such extra/additional services or work.

C. Payments shall be made upon verification of invoices received by the Township. All payments to Contractor shall be submitted by mail at Contractor’s address.

10. QUESTIONS & CONTACT INFORMATION:
Questions will be accepted via mail or email to the following project contacts:
Duane Poole, Road Division Foreman, 248-594-2800 or dpoole@bloomfieldtwp.org
Rich Davis, Public Works Superintendent, 248-594-2800 or rdavis@bloomfieldtwp.org

11. CONTRACT TERMS AND CONDITIONS
The Township intends to award a contract to a maintenance company that possesses the appropriate skills, experience and resources to accomplish this task. The term of the contract shall be **three (3) years** with the possibility of an extension of up to 2 additional years bringing the total to a possible **five (5) years**, as mutually agreed upon by both parties and subject to the Township approving the Contractor’s performance after **year one (1)**.

To be eligible to bid, all Contractors must attend a mandatory pre-bid meeting at 2:00 PM, **January 26, 2015** at the Bloomfield Township Dave Payne Public Services Building at 4200 Telegraph Rd., Bloomfield Twp., MI 48302. This meeting will discuss, in detail, specific locations and details of the work to be done. Questions must be submitted in writing within three days prior to the pre-bid meeting. It is each bidder’s responsibility to visit all work areas called out in this bid package and to become familiar with the work areas. Please see attached maps. Maps are included but the field tour is essential to understanding the work required in this proposal.

Bid worksheets are included in attachment C. Each bid worksheet must be completed in its entirety. All Contractors must complete the bid sheets as specified.

12. RESPONSES
To be considered, five (5) copies of the sealed proposals for **Bloomfield Township Street Sweeping** must be received at the Public Services Building located at 4200 Telegraph Road, Bloomfield Hills, Michigan by 2:00 PM, February 9, 2015 at which time and place all bids will be publicly opened and read. Please note: on the outermost cover of the submittal envelope. **Bloomfield Township Street Sweeping**.

13. SCHEDULE & BID INFORMATION
The following is an anticipated schedule for the RFP process. The Township reserves the right to modify any part of this schedule.

RFP Release: January 15, 2015  
Mandatory Pre-bid: January 26, 2015  
Proposals Due: February 9, 2015  
Contract Award: March 2015 (upon budget approval)  
Start Date: April 1, 2015

Awarding of the contract will be contingent upon Board approval of both the contract and the fiscal year budget.

Copies of RFP and location maps may be secured on or after January 15, 2015 online via the Bloomfield Township website at http://www.bloomfieldtwp.org. Proposals submitted by companies who have been debarred, suspended, or made ineligible by any Federal Agency will be rejected. Each bidder agrees to waive any claim it has or may have against the Owner and its employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid. The Township reserves the right to reject any and all bids and to waive irregularities in bidding. The Township reserves the right to award the project to the bidder who in the sole determination of the Township will best serve the interests of the Township.

14. INSURANCE & BOND REQUIREMENTS

The selected Contractor will be required to adhere to the Township’s insurance requirements and indemnification language into the final contract. The Contractor shall provide the name of the insurance carrier who will provide the required coverage for this project in the proposal. See Attachment A for insurance, indemnification and liability information.

A. Bid Bond

A $5000.00 cash bond made out to Bloomfield Township is required to bid on this contract. The Bid Bond will serve as a guarantee on the part of the Contractor that it will, if called upon to do so, accept and enter into a contract to perform the work covered by the Bid and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Bid bonds will be returned promptly after the Township and the selected Contractor have executed the Contract, or if no Contractor’s Bid has been selected within ninety (90) days after the date of the opening of Bids, upon demand of the Contractor at any time thereafter, so long as it has not been notified of the acceptance of its Bid.

B. Performance Bond

The Contractor shall, 30 days prior to the execution of this contract, execute and furnish to the Township a cash bond of $10,000 as well as a bond or an approved letter of credit in the penal sum of $20,000, payable to Charter Township of Bloomfield, with corporate surety and to the approval of the Township Attorney’s conditioned (Acts of God, excepted) that the Contractor for and during the period of this contract will faithfully, timely and fully comply with its provisions. The bond shall be issued in a surety acceptable to the Township and licensed to do business in Michigan.

The contract between the awarded bidder (Contractor) and the Township shall not be valid or binding against Charter Township of Bloomfield, Michigan, until and unless such surety bond is deposited with the Township.
The condition of such bond shall be that the Contractor shall faithfully, timely and fully perform all conditions of the contract and its terms, conditions and requirements. If there is a failure to perform, the cash bond would be utilized to pay for items that the contractor fails to complete and would be replenished within 30-days or taken from the next pay invoice. The selected Contractor will be required to adhere to the Township’s insurance requirements and indemnification language into the final contract. The Contractor shall provide the name of the insurance carrier who will provide the required coverage for this project in the proposal. See Attachments A & B for insurance, indemnification and liability information.
ATTACHMENT A

Insurance Policy and indemnity requirements to be applied at the time the Township enters into a contract for services to be provided to or on behalf of the Township as follows:

1. Professional Liability/Errors and Omissions Coverage in the minimum amount of one million ($1,000,000) Dollars, per occurrence and two million ($2,000,000) Dollars aggregate.

2. Commercial General Liability policy in the minimum amount of one million ($1,000,000) dollars combined single limit per occurrence and aggregate, including contractual liability.

3. Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of one million ($1,000,000) dollars combined single limit per occurrence. No fault coverage complying with the statutory requirements of the State of Michigan is also required.

4. Workers’ Compensation Insurance including Employer’s Liability to cover employee injuries or disease compensable under the Workers’ Compensation statues of the State of Michigan Employee’s liability coverage shall be in the minimum amount of Five Hundred Thousand ($500,000) Dollars per occurrence.

Additional requirements to be addressed with respect to liability insurance policies:

1. The insurance certificated shall provide that the Township is named as an additional insured and shall be notified upon discontinuance or alteration of any such insurance coverage for any reason.

2. Such insurance certificates minimum insurance protection amounts may be increased or decreased in amounts as set by resolution of the Township Board.

3. The policies of insurance underlying the certificates shall provide for continuing liability under the policies to the full amount of the policies, notwithstanding any recovery under the policies, and that the insolvency or bankruptcy of the insured shall not release the company.

4. The policies of insurance underlying the certificates shall further provide that they shall not be cancelled, surrendered or revoked by either party after then (10) days’ written notice to the Township, furnished by the insurance company issuing the policy.

5. The coverage to of the Township shall be primary and non-contributory.

The Consultant/Contractor shall agree to indemnify, defend, and hold harmless the Township and the Township’s agents, officials, and employees, from and against any and all claims, loss, liability, damages, costs and expenses, including, but not limited to, all reasonable fees and charges of attorneys, and other professional services, and other time and expenses incurred by the Township using its own staff and all court or other dispute resolution costs, that arise out of and to the extent caused by the negligent acts, errors or omissions of the Consultant/Contractor, its agent, subcontractors, or employees, regardless of
whether or not such claim, loss, liability, damage, cost, or expense is caused or contributed, in part, by a party indemnified in the contract.
ATTACHMENT B

In the event of termination for cause by the Township, or any termination by the Contractor, the Contractor shall be subject to forfeiture of its cash bond and performance bond in accordance with the terms of the contract.
COMPANY NAME: ______________________________

PROPOSAL DOCUMENTS FOR
Sweeping/Cleaning OF STREETS

The undersigned hereby submits this Proposal for Sweeping/Cleaning of Streets and stipulates thereto as follows:

1. FAMILIARITY WITH AGREEMENT REQUIREMENTS
The undersigned declares that he/she has carefully examined the location of the proposed services and scope of work, that he/she has examined the General Requirements and Contract Services Agreement of Bloomfield Township and all related documents.

2. BASIC CONTRACT
The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Specifications herein provided for Township-wide Sweeping/Cleaning of Streets

FOR THE UNIT PRICE OF $________________PER CURB MILE

X 162.68 CURB MILES = $______________ PER COMPLETE SWEEPING

3. ADDITIONAL MILEAGE
The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Specifications herein and will provide for additional street sweeping mileage of streets not shown in the Specifications.

FOR THE UNIT PRICE OF $________________PER CURB MILE

4. ON-CALL/ADDITIONAL SWEEPING WORK
The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Specifications herein and will provide for optional sweeping work on a request basis

FOR THE UNIT PRICE OF $ ___________________PER HOUR

DEVIATIONS/EXCEPTIONS:
CONTRACTOR’S DAILY SWEEPING REPORT

Date ___________________  Operator ___________________

Equipment # _____________

Starting Time ____________

Quitting Time ____________

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<th>SECTION NUMBER</th>
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PROBLEMS ENCOUNTERED: