REQUEST FOR QUOTE
THIS IS NOT AN ORDER

PROJECT: South Secondary Flow Meters  QUOTE REFERENCE NO: 22016-018.0

DEPARTMENT CONTACT: Tom Koporetz, Engineering Supervisor (269) 337-8319

DEPT: Public Services - Wastewater  ISSUE DATE: January 22, 2020

QUOTE RETURN DATE: February 18, 2020 by 4:30 p.m. (end of business day).

SUBMITTAL INSTRUCTIONS: Return by mail, fax or e-mail before date above. Mark envelope – Quotation – South Secondary Flow Meters and due date. This quote may be faxed to (269) 337-8500 or e-mailed to cokpurchasing@kalamazoocity.org.

STATEMENT OF NO QUOTE

If you do not respond to this inquiry within the time set for the quote due date and time noted, it will be assumed that you can no longer supply this commodity/service, and your name will be removed from this bid list.

_____ Specifications are unclear (explain below).

_____ We are unable to meet specifications.

_____ Our schedule would not permit us to perform.

_____ We do not offer this product or service.

_____ Remove us from your bidders list for this commodity or service.

REMARKS: __________________________________________________________________________________

SIGNED: ______________________________________ NAME: ____________________________

(Type or Print)

TITLE: ______________________________________ DATE: ____________________________

FIRM NAME: ______________________________________________________

(if any)

ADDRESS: __________________________________________________________

(Street address) (City) (State) (Zip)

PHONE: ____________________________  FAX: ____________________________

EMAIL: __________________________________________________________
SUBMITTAL INSTRUCTIONS FOR QUOTES

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.

2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the quote form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The quote shall be legally signed and the complete address of the bidder given thereon.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Quote and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the quote by attachment, or by letter or fax received before the due date.

4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn by a bidder or authorized representative, by written request, but only if the withdrawal is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least sixty (60) days after due date.

6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

7. **INFORMAL COMPETITION** – The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The City will consider all quotes and make the purchasing decision most advantageous to the City and its interests.
QUOTE FORM

The Contractor hereby agrees to provide the equipment described in the specifications at the prices set forth herein. All equipment quoted must meet or exceed the specifications.

If your quotation is not returned and completed on this form it may be rejected.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>24” Magnetic Flow Meter (Per Specifications)</td>
<td>3</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

Manufacturer: ________________________________

Warranty period ______________________________

Delivery shall be F.O.B. delivered to the Kalamazoo Water Reclamation Plant, 1415 N. Harrison Street, Building 24, Kalamazoo, MI 49007. Quote prices shall include all freight, shipping and handling charges.

Guaranteed delivery shall be within _______ working days after receipt of notification of award.

Contact person for order releases shall be:

Name: ___________________________ Phone: ___________________________

This contract shall be governed by the laws of the State of Michigan.

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _______ _______ _______ _______ _______ _______

Dated: _______ _______ _______ _______ _______ _______

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed: ___________________________ Name: ___________________________

Title: ___________________________
CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.

2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over $25,000. If more than 50% of the contract is subcontracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: ____________________________________________

Street Address of Business: ____________________________________________

City, State, and Zip Code: ____________________________________________

Number of employees working in Kalamazoo County: ______________________

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

______________________________________________________________

The above information is accurate:

Signature: ___________________________ Date: __________________________

Title: __________________________________________________________

Revised April 2008
CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. (Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

☐ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking one or more of the following:

☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:

☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

________________________________________  ________________
Date                                      Signature

________________________________________
Printed Name

November 2017

Position
I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _________________________________

Remittance Address: _____________________________________________

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: ___________________________________ NAME: ____________________________

(Type or Print)

TITLE: __________________________ DATE: __________________________

FIRM NAME: ________________________________________ (if any)

ADDRESS: ____________________________________________

(Street address) (City) (State) (Zip)

PHONE: _______________________________ FAX: ____________________________

EMAIL ADDRESS: ____________________________________________

FOR CITY USE ONLY - DO NOT WRITE BELOW
REQUIREMENTS AND SPECIFICATIONS

1. SPECIFICATIONS

A. The process liquid is partially treated sewage with carbon. Occasionally ferric chloride will be added to the sewage treatment process. The approximate total suspended solids is 5000 mg/L.

B. Meter body shall have 150-pound ANSI flange.

C. Liner material shall be suitable for the process liquid.

D. Electrodes shall be suitable for the process liquid.

E. The meter element will be installed below grade and shall be capable of withstanding continuous submergence in up to 30 feet of water without damage. Field coil design shall be such that they shall not overheat or otherwise be damaged if flow tube is not totally filled with fluid. Magmeters shall be provided with 2 stainless steel grounding rings.

F. Magnetic flow meter signal converter (transmitter) shall consist of solid-state, feedback-type microprocessor circuitry. Converter shall change a low-level flow signal from sensor electrodes into a proportional isolated 4-20 mA DC signal. The transmitted signal shall be HART protocol. The converter shall have an extremely high input impedance and not be affected by quadrature noise. The unit shall be capable of accommodating unidirectional or bi-directional flow. Sensing of meter failure shall activate a user-configurable zero or 130 percent output signal and a failure alarm contact closure.

G. Magmeter shall be electronically isolated for grounding. Where insulated or nonconductive pipe is used, only orifice plate-type stainless steel grounding rings will be acceptable. Grounding electrodes which penetrate the liner will not be acceptable.

H. Remote indicator shall be capable of simultaneously displaying flow rate and totalization with an alphanumeric display. User configuration shall be performed via the remote terminal.

I. Flow meter shall operate within Specifications on 120 volt AC plus 10 percent and 60 hertz plus 5 percent. Power consumption shall not exceed 25 VA for meters 24 inches and smaller, and 50 VA for meters 30 inches or greater.

J. Input span shall be adjustable between 0-1 and 0-30 feet per second and range adjustment shall be digital. Converter shall include adjustable damping circuitry. Unit shall not be affected by power line aberrations such as those produced by SCR-type motor controllers or other voltage transients.

K. System accuracy, including primary magnetic flow meter, shall be plus 0.5 percent of rate for maximum flow velocities from 1.33 to 33.33 feet per second, and plus 1 percent of rate for maximum flow velocities from 0.7 to 1.32 feet per second. Repeatability shall be plus 0.1 percent of span. Rangeability shall meet or exceed 30:1 turndown.

L. The signal converter portion of the magnetic flow meter shall include both a magnetic driver to power the magnetic coils and the signal converter electronics. The converter shall be remotely mounted. It shall be housed in a NEMA 4X case and have ½ inch NPT connections. The signal cable connecting the flow element to the signal converter (transmitter) shall be a minimum of 30 feet in length.

M. Existing lay length is approximately 35.5 inches, but piping modifications are anticipated.

N. All installation and configuration to be performed by City of Kalamazoo employees.
2. **AWARD CRITERIA**

   All of the following factors will be considered in evaluating quotes received:

   - Responsiveness to quote and specifications
   - Cost

3. The equipment provided for the price quoted must meet the minimum acceptable requirements of the attached specifications. All comparable makes and models must meet or exceed those requirements. Purchase is subject to availability of funds.

4. As an attachment to the quote, bidders shall include two (2) sets of literature describing equipment bid and include all warranties and guarantees applicable to the equipment.

5. The Contractor shall guarantee in writing that for a period of not less than one (1) year from the date of delivery he/she will at his/her own expense and without expense to the City replace all broken parts and make all repairs that may be required by reason of defective design, workmanship or material in any part of the assembly of the equipment specified herein. In addition, the Contractor shall guarantee and state in writing the time period in which he/she will maintain components in support of the equipment purchased as a result of this solicitation.

6. The Contractor shall be an "authorized" dealer for the equipment specified and provide technical support and repair services for the equipment noted. The Contractor shall not omit any part or detail which is normally considered to be standard even though such part or detail may not be mentioned in specifications.

7. All components and equipment will be examined and operated to determine that all specifications have been met.

8. The Contractor shall assume full responsibility for all materials and workmanship used in the specified equipment whether of his/her manufacture or by others. If the unit is delivered incomplete or if it contains any defective or damaged parts the Contractor shall complete and/or replace such items in a reasonable time frame and in accordance with industry standards at no cost to the City, including labor.

9. If in addition to the above the City finds it necessary to perform any work which should have been done by the manufacturer and/or Contractor within the intent of these specifications, the Contractor shall reimburse the City for all costs incidental thereto.

10. The following shall be provided (costs included in unit prices bid): One (1) set operation and training manuals and all required cables, components and connectors that may not be mentioned but are considered as a standard part that will comprise a fully operational system.

11. Itemize all deviations to the specifications. The City reserves the right to accept or reject any deviation proposed.
REQUIREMENTS AND SPECIFICATIONS (cont.)

12. Name, address, location, telephone number and contact person for warranty service, if on-site or carry in services and if on-site state response time:

________________________________________________________________________

13. Questions relative to the specifications may be addressed to Tom Koporetz, Engineering Supervisor at (269) 337-8319. Questions relative to terms and conditions and bidding procedures may be addressed to Monica Johnson, Buyer, at (269) 337-8603. This does not relieve the requirements of Page 2, Item 3.
1. **AWARD**

This purchase will be awarded to the responsible bidder whose quote will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities for quotes received. Notification of award will be in writing by a City of Kalamazoo purchase order.

2. **COMPLETE CONTRACT**

This request for quote document together with its addenda, amendments, attachments and modifications, when referenced by an executed purchase order, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. **TAXES**

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

4. **PAYMENTS**

Unless otherwise specified by the City, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. The Budget and Accounting Division processes payments after receipt of an original invoice from the Contractor and approval by the department. Submit invoice to Budget and Accounting, 241 W. South Street, Kalamazoo, MI 49007 or e-mail to apinvoice@kalamazoocity.org.

5. **CHANGES AND/OR CONTRACT MODIFICATIONS**

Changes of any nature after award which reflect an increase or decrease in requirements or costs shall not be permitted without an amendment to the purchase order.

6. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep him/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.
7. **HOLD HARMLESS**

If the acts or omissions of the Contractor or its employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind of persons or property to the extent occasioned from any claim or demand arising therefrom.

8. **DEFAULT**

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:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.

B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

C. The unauthorized substitution of articles for those bid and specified.

D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

E. Failure to perform in compliance with any provision of the contract.

F. **Standard of Performance** - 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.

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 following the Notice to Proceed, 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.

In the event of any breach of this contract by 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.

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

G. In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.
9. **TERMINATION OF CONTRACT**

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;

C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

10. **INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers’ duties, payment of wages to Contractor’s employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers’ unemployment compensation or the like.
APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS


1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.

3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over $25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.
1-2010