



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoocity.org

INVITATION FOR BID (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: Code Enforcement, Site Cleanup, Hauling
and Disposal Services

Bid Reference #: 90974-001.0

IFB ISSUE DATE: September 4, 2020

BID DUE/OPENING DATE: September 24, 2020 @ 3:00pm local time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: **Wendy Burlingham**
Administrative Support Manager at (269) 337-8742

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

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

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your bidders list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

**SECTION I
INSTRUCTIONS TO BIDDERS**

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award 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 bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 5 business days before the bid opening** so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
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 BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least one hundred twenty (120) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II
 BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated and the types of project sites and local conditions affecting the work hereby proposes to perform everything required with strict accordance with the requirements of these documents and to provide all labor and materials, necessary tools and expendable operating supplies, all utility and transportation and travel services necessary to provide in a professional manner the services required for the unit costs indicated below:

	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>X</u>	<u>UNIT COST</u> =	<u>EXTENDED TOTAL</u>
1.	_____ cubic yard packer type truck and driver*	1,300 Cu. Yd.		\$_____/cu. yd. (Compacted)	\$_____
2.	Per cubic yard (compacted) disposal site dumping fees*			\$_____/cu. yd.	
3.	Additional per person, per hour cost for clean-up work	500 hrs.		\$_____/per hour	\$_____
4.	Collection and transportation of tires to the City of Kalamazoo Harrison Facility	1200 tires/year		\$_____/each	\$_____
5.	Collection & transportation (to HHW Center) of hazardous materials	300 lbs/year		\$_____/lb.	\$_____
6.	Collection of various individual items:				
	Couch/Loveseat	150/year		\$_____/each	\$_____
	Mattress/Box Spring	200/year		\$_____/each	\$_____
	Recliner/Upholstered Chairs	100/year		\$_____/each	\$_____
7.	Hourly Rate for "litter clean-up"	500/year		\$_____/per hour	\$_____
8.	OPTIONS:				
8.1	Cubic yard cost (compacted) for Pick-up truck and driver*			\$_____/cu. yd.	
8.2	Hourly cost for overtime after 5:00 PM weekdays for:				
	Item 1			\$_____/per hour	
	Item 3			\$_____/per hour	
8.3	Hourly cost for overtime - Saturday/Sunday for:				
	Item 1			\$_____/per hour	
	Item 3			\$_____/per hour	

All of the above unit prices shall remain firm for the life of the contract.
Provide name and address of disposal site that will be used:

*The cubic yard cost of Items 1, 2 and 7.1 includes collecting, hauling, dumping fee and transportation (travel costs and mileage) to cleanup sites and disposal site. The cost for item 5 includes only the cost to collect and transport tires from site to 1415 Harrison, Kalamazoo MI, item 6 includes only the cost to collect and transport hazardous materials to the HHW center. All disposal costs for tire recycling and HHW will be paid by the City.

OPTIONS: The City reserves the right to accept or reject any one or more of the above options, whichever is in the best interest of the City, subject to the availability of funding.

Contractor's phone number and emergency phone number (if different) for issue of work tickets _____

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

Addendum No: _____

Dated: _____

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Contractors are encouraged to hire local labor in fulfilling the obligations of this contract.

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.

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 sub-contracted 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 Manager has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager 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: _____

BIDDERS' QUESTIONNAIRE

Bidders shall provide the following information with the bid;

1. Name of Agency _____
2. Number of years in business _____
3. State length of time your firm has performed similar type services _____
4. Number of employees dedicated to this contract _____
5. List name(s) and telephone number of primary contact person(s) that will be involved in scheduling, service and general day to day operations involving this contract:

NAME

PHONE NO

6. List name(s) and telephone number of emergency contact person(s):

NAME

PHONE NO

7. List all equipment that will be used to perform this service as specified in the bid document, i.e., type, year and condition of equipment.

8. List three (3) agencies for which you have most recently performed, or are currently performing these types of services.

Company Name: _____

Address: _____

Phone: _____

Contact: _____

BIDDERS' QUESTIONNAIRE (cont)

Company Name: _____

Address: _____

Phone: _____

Contact: _____

Company Name: _____

Address: _____

Phone: _____

Contact: _____

9. DEVIATIONS

Bidders shall itemize all deviations to the specifications below. If this is not sufficient space, attach additional sheets as required.

CITY OF KALAMAZOO – INVITATION FOR BIDS

Code Enforcement, Site Cleanup, Hauling and Disposal Services

Bid Reference No: 90974-001.0

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

**SECTION III
SPECIFICATIONS**

1. INTENT AND SCOPE

It is the intent of this contract to have a Contractor provide clean-up work on properties assigned by the City of Kalamazoo. The work required is in response to enforcement notices and corrective actions relating to nuisances created by accumulation of junk, debris, trash, garbage, brush and other unsightly materials on private properties, and the removal of materials from the public right-of-way that are in violation of applicable City ordinances.

Hazardous materials, i.e., batteries (vehicle type), oils, cleaning solvents, liquids stored in drums and paints shall be removed from the property. All hazardous materials shall be transported to the Household Hazardous Waste Center at 1301 Lamont Avenue. Tires are to be removed from the property and recycled in accordance with all applicable state legislation (See Public Act 451 and all applicable amendments).

Contractor's employees will not be required to crawl under porches or crawl spaces to remove debris. Only debris that can be removed by reaching with a rake will be the responsibility of the Contractor. From time-to-time interior cleaning of household trash may also be required, but only at the discretion of the City's Code Compliance Inspector.

The Code Compliance Inspector or designee will direct the clean up operations and will have the final word as to what materials will be removed from and what materials will remain on the property.

2. AWARD

Award will be made on an aggregate basis and is subject to availability of funds.

3. CONTRACT PERIOD

The contract shall be in effect for a one (1) one-year period commencing on or about November 1, 2020. The City may renew this contract for an additional four (4) one (1) year terms. Renewals are based upon mutual agreement of both parties and the availability of funding.

4. SITE INSPECTION

It shall be the responsibility of the Contractor to contact the Code Compliance Inspector or designee at (269) 337-8026 to schedule an appointment for a inspection of a sample clean-up site prior to bid opening.

5. SUPERVISION

The Code Compliance Inspector or designee shall have general authority over the services provided and to make changes necessary in meeting the City's requirements.

Additionally, the Code Compliance Inspector or designee shall have the authority to reject any work that does not conform to the contract requirements and the general quality of service expected with a contract of this type.

6. QUANTITIES

As exact quantities cannot be determined, the cubic yard amounts listed below are intended to be used as a guide for bidders. The City offers no guarantees as to the exact cubic yard(s) that may be cleaned up under this contract as amounts may be more or less than indicated. The table below serves to illustrate the number of site cleanups and code enforcement actions taken for the period of January through December 2014.

QUANTITIES (CONT)

Location	Corrective Action			
	Number of Site Cleanups	Cubic Yards Collected	Average Cubic Yards per Site	Container Relocations
Private Property	163	648	4	
Curblawn (Public Right-of-Way)	1012	2610	2.57	229

7. WORK ASSIGNMENTS AND REPORTING

Work assignments for private property cleanups will be provided by the Code Compliance Inspector, or designee who will schedule the daily cleanup projects by geographic location in an effort to save time and additional travel time expenses. Work assignments for public right-of-way nuisance violations will be sent to the contractor by fax, email or phone call from the Code Compliance Inspector or designee.

The Contractor shall be familiar with all general work requirements involved in a contract of this nature prior to reporting to the work site(s) each day. It is not the responsibility of the Code Compliance Inspector or designee to assign obvious duties, nor to train Contractor's personnel in the performance of them.

8. WORK TICKET

The Code Compliance Inspector or designee will be responsible for completing a work ticket for each private site location. The work ticket will provide the following information.

- 8.1 Date work is performed;
- 8.2 Complete address of site location;
- 8.3 Arrival "time in", "time out" and total time at location;
- 8.4 Number of clean-up personnel at site location;
- 8.5 Brief description of work involved; and

Work tickets are to be signed by both the Code Compliance Inspector or designee and the Contractor's representative upon completion of the work (examples provided).

9. SCHEDULING

- 9.1 Normally there will be an estimate of five(5) to six(6) curb lawn referrals per day, and approximately six(6) private cleanups during an average week; however, no guarantee is given as to the number of assignments nor days per week that will be scheduled.
- 9.2 Call in time by the Code Compliance Inspector to the Contractor of the next day's cleanup schedule will be mutually agreed upon by both parties; any unusual cleanup situations will be noted at that time.
- 9.3 The Contractor shall arrange the necessary equipment and labor to meet the scheduled work with the approval of the City's Code Compliance Inspector.
- 9.4 All parties will work during all types of weather unless the weather is severe, which will be determined by the City.
- 9.5 A schedule for site supervision visits while work is in progress will be made by the Contractor and Code Compliance Inspector.

10. RESPONSE TIME

- 10.1 The Contractor shall have the necessary equipment and personnel available to perform the clean up projects five (5) days a week, Monday through Friday, between 8:00 a.m. and 5:00 p.m.
- 10.2 Under normal conditions, Contractor shall respond to the City's work requests for property clean up within twenty-four (24) hours of such request.
- 10.3 Under unusual conditions (emergency site clean up), the Contractor shall respond within four (4) hours after receipt of notification by the Code Compliance Inspector.
- 10.4 Contractor's phone number and emergency phone number (if different) shall be provided on the Bid and Award page. The phone numbers provided will be used for cancellations, change of starting locations, unforeseen emergency situations and service problems.

11. BACK LOG SCHEDULE

In the event a back log of clean up projects occurs, work shall be performed five (5) days per week (Monday through Friday) 8:00 a.m. to 5:00 p.m. each day until projects are completed.

12. OPTIONS

Overtime per hour costs (see Options, Bid and Award page) for weekdays after 5:00 p.m. and weekends shall be based on hourly costs for one person, even though more than one person may be required. The City reserves the right to accept or reject the overtime option and if accepted, the City will determine if and when overtime will be required.

13. PRICES

- 13.1 Bid prices shall remain firm for the entire contract term including disposal fees. Only a surcharge that is governmentally imposed would be considered and only after the proper documentation has been presented to the Purchasing Division, Purchasing Manager.
- 13.2 Bid prices shall include all travel costs to and from each clean up site to the next clean up site and mileage from clean up site to disposal site. The City will not be responsible for payment of travel time incurred to arrive at first job site nor cost for travel time between each succeeding job site.
- 13.3 It is estimated that the mileage from any cleanup site within the City to the disposal site will be less than seven (7) miles. Acceptable disposal sites are: the Republic Waste Services Transfer Station at 2800 E. Cork Street and the Best Way Transfer Station at 2606 Miller Road. Drop tickets from one of these transfer stations will also be required from the contractor. Cubic yard cost shall include the actual dumping fees at the disposal site. It is expected that several properties may be cleaned up before a trip to the disposal site is necessary and/or as approved by the Code Compliance Inspector (see Section 14 for the calculation of compacted cubic yards).

14. CALCULATION OF COMPACTED CUBIC YARDS

The method that will be used in estimating and calculating the "Compacted Cubic Yard" is as follows:

The cubic feet of waste materials to be removed will be calculated by multiplying the average height x the average width x the average length of the materials involved. The sum total cubic feet of waste materials is divided by 27, the number of cubic feet in a cubic yard. The number of cubic yards is divided by 3 to arrive at a "Compacted Cubic Yard Figure."

15. INVOICES AND WORK TICKETS

- 15.1 The Contractor shall submit invoices, with work tickets attached, itemizing each job site by address, date work was performed, cost incurred at each address and total cost for each site location. For both private and public right-of-way cleanups, the contractor shall submit a photo of the site taken before the corrective action has started and one of the site after it is cleaned up. **The photo must show the dwelling (if there is a dwelling) on the property on which the curb lawn violation occurs. The photo must show the address of the property (if an address is present) on which the curb lawn violation is to be removed.** The photo shall be submitted with the corresponding work ticket. The photos can be placed in a shared web based “drop box” which will require administrator rights from the City’s IT Department, via email or flash drive. All invoices shall reflect costs as written on the Bid and Award page. All materials collected must be calculated in accordance with Section 14 (above).
- 15.2 Invoices should be submitted on a weekly basis with all supporting documentation. Invoices without all necessary supporting documentation will be **denied**.
- 15.3 All original invoice(s), with duplicate copy, will be sent to the Budget and Accounting Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org . Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail.
- 15.4 All original, and copies of original invoice(s), will have either a department/division name or contact name and employee number. On delivery, all supplies and/or services must be signed for by a City of Kalamazoo employee before payment can be made.
- 15.5 The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed.
- 15.6 The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.
- 15.7 The vendor is responsible for supplying the Budget and Accounting Division with a copy their W-9 if they are providing a service to the City of Kalamazoo.

16. REQUIREMENTS: MINIMUM EQUIPMENT AND PERSONNEL REQUIRED

- 16.1 Under normal conditions, the clean up crew will consist of one driver and one helper. The City will provide adequate notice if more than one helper is required.
- 16.2 The Code Compliance Inspector reserves the right to limit the number of workers on the clean up site if determined that extra workers are not required.
- 16.3 Minimum Equipment: A twenty-five (25) yard packer type truck, in good working condition, with overhead cable winch or tailgate lift capabilities to effectively lift large heavy objects; i.e., refrigerators, stoves, motors, railroad ties, etc., includes the driver.
- 16.4 Provide a small pickup truck, in good working condition, and driver for small cleanup jobs.
- 16.5 Two (2) portable trash containers, 60-90 gallon capacity to be used for small manual cleanup jobs.
- 16.6 Chain saw.
- 16.7 Shovels, rakes, line trimmer, brooms and other miscellaneous small hand tools.

REQUIREMENTS: MINIMUM EQUIPMENT AND PERSONNEL REQUIRED (Cont)

- 16.8 The Contractor shall begin each day's operation with a clean truck; all previous accumulations of debris shall have been removed from the truck.
- 16.9 It shall be the responsibility of the Contractor to properly characterize the waste and remove only that which has been specified in this bid document.

NOTE: The City will not accept contractor provided equipment which is not in sound working order and/or insufficiently equipped for the task as requested by the Code Compliance Inspector. On-going occurrences of the above shall result in default of the contract.

17. SITE SECURITY

The Contractor shall confine its equipment and operations to the parcel assigned in each instance, and the City will not be liable for damage to property due to the Contractor's negligence. Care shall be taken by the Contractor to leave minimum disturbance to the assigned property. The Contractor will be responsible for repairing excessive tire ruts, scalping of sod, damage to buildings, etc.

18. QUESTIONS

Questions relative to general bid requirements may be addressed to Gracia Mason, Buyer at (269) 337-8720. Questions relative to the specifications may be addressed to Wendy Burlingham, Administrative Support Manager at (269) 337-8742.

**SECTION IV
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the City of Kalamazoo and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Department, 241 W. South Street, Kalamazoo, MI 49007.

SECTION III
INDEMNITY AND INSURANCE
(CONT)

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo, at the time that the contracts are returned to the City for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Manager. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
 - 2) A single bid being received; or
 - 3) Prices bidd are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, 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. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. 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 or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by the City in this contract, 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. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

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

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Manager. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

7. LAWS, ORDINANCES AND REGULATIONS

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

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

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

8. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

9. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor 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 to persons or property to the extent occasioned from any claim or demand arising therefrom.

10. 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.

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.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

11. 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.

12. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

13. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

14. INSPECTION OF WORK SITE

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

15. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 10, DEFAULT).

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

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-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, height, weight, marital status, or a disability 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, religion, color, national origin, age, sex, height, weight, marital status, or a disability 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.
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.

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.



**MANAGEMENT SERVICES DEPARTMENT
PURCHASING DIVISION**

241 W. South Street
Kalamazoo, Michigan 49007-4796
Telephone (269) 337-8020
FAX (269) 337-8500
cokpurchasing@kalamazoo.org

COVID-19 ADDENDUM

March 16, 2020

TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY

Effective immediately and continuing until further notice, due to the COVID-19 virus the City of Kalamazoo may no longer be accepting sealed bids in-person or conducting public bid openings.

Bidders can submit sealed bids in one of the following ways:

- Mail your bid, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- Deliver your bid to the Treasurer's Office Payment Drop Box located in the northwest corner of City Hall before the bid due date and time indicated in the bid document. Pictures of the drop box location have been provided in **Photo Attachment**.

Bidders are strongly encouraged to deliver their sealed bid to the Treasurer's Office Payment Drop Box. However, if hand delivery of your bid to the drop box is not an option, please be sure to allow enough time for possible mail delays when mailing sealed bids to the City. Any bid received after the exact date and time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle Emig". The signature is written in a cursive style with a large initial "M" and a long, sweeping underline.

Michelle Emig
Purchasing Division Manager



COVID-19 Addendum

PHOTO ATTACHMENT

***CITY OF KALAMAZOO
TREASURER'S OFFICE PAYMENT DROP
BOX PICTURES***

CITY OF KALAMAZOO TREASURER'S OFFICE PAYMENT DROP BOX

Deliver your bid to the Treasurer's Office Payment Drop Box located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.

