INVITATION FOR BID (IFB)

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

Project Name: Fire Apparatus Non-EVT Repair and Maintenance

Bid Reference #: 92800-001.0

IFB ISSUE DATE: January 31, 2020

BID DUE/OPENING DATE: February 25, 2020 @ 3:30 p.m. Local Time
Facsimile Bids Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to: Questions about this IFB should be directed to:
Purchasing Division Tom DenHarder, Sergeant, Public Safety at
241 W. South Street (269) 337-8346
Kalamazoo, MI 49007

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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APPENDICES

Appendix A
Appendix B – Fire Apparatus Inventory Sheet
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 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 ressealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids 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 days before the bid opening so that a reply may reach all prospective bidders who have submitted 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 - Discounts 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 ninety (90) 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 herein, agrees to provide Fire Apparatus Non-EVT Repair and Maintenance services for a one-year period beginning on or about March 1, 2020 through February 28, 2021, as specified herein for the total fee as stipulated below:

FIRE APPARATUS NON-EVT REPAIR AND MAINTENANCE

A. LABOR RATES FOR PREVENTATIVE MAINTENANCE OF FIRE APPARATUS USING CONTRACTOR’S SITE OF BUSINESS

Hourly rate to perform fire apparatus preventative maintenance at the Contractor’s facility with the City paying for parts:

$_________/per hour (Check One)   Clock _________ Book Rate _________

$_________/overtime rate per hour outside normal business hours.

B. LABOR RATES FOR REPAIR OF FIRE APPARATUS USING CONTRACTOR’S SITE OF BUSINESS

Hourly rate to perform fire apparatus repair at the Contractor’s facility with the City paying for parts:

$_________/per hour (Check One)   Clock _________ Book Rate _________

$_________/overtime rate per hour outside normal business hours.

C. LABOR RATES FOR PREVENTATIVE MAINTENANCE OF FIRE APPARATUS USING CITY OF KALAMAZOO’S SITE OF BUSINESS

Hourly rate to perform fire apparatus preventative maintenance at the City’s facility with the City paying for parts:

$_________/per hour (Check One)   Clock _________ Book Rate _________

$_________/overtime rate per hour outside normal business hours.

D. LABOR RATES FOR REPAIR OF FIRE APPARATUS USING CITY OF KALAMAZOO’S SITE OF BUSINESS

Hourly rate to perform fire apparatus repair at the City’s facility with the City paying for parts:

$_________/per hour (Check One)   Clock _________ Book Rate _________

$_________/overtime rate per hour outside normal business hours.
E. ADDITIONAL SERVICES

(“Inside” and “Outside” normal business hours are defined by your response to item F below.)

Road calls $__________/per hour $__________/per hour outside normal business hours

Minimum road call rate per call: $ __________
Minimum road call rate per call outside business hours: $ __________

State how time is measured (portal to portal, at the scene?)

____________________________________________________________________________________

(OPTIONAL – NOT REQUIRED)

Towing $__________/per mile $__________/per mile outside normal business hours

F. NORMAL BUSINESS HOURS

Overtime rates will apply for work done outside the normal business times stated below:

Normal business hours from _________________ to _________________ (time of day).

Normal business days: (S M T W T F S) ______________________________________________

Business holidays will be:

____________________________________________________________________________________

____________________________________________________________________________________

Work shall start within _____ working days after receipt of notification by Contractor of Notice to Proceed.

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.

This contract is governed by the laws of the State of Michigan.

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 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, then 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: ________________________________
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 bidder’s 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 the 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

_________________________
Position
REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name:_________________________________________________________________

2. Established: Year ________ Number of Employees: ________

3. Type of organization:
   a. Individual: ________
   b. Partnership: ________
   c. Corporation: ________
   d. Other: ________

4. Former firm name(s) if any, and year(s) in business:
   _______________________________________________________________________
   _______________________________________________________________________

5. Include at least three (3) references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
   5.1 Company Name: _______________________________________________________
       Address: _____________________________________________________________
       Phone: __________________________________________________________________
       Contact: __________________________________________________________________
       Type of work or contract: ______________________________________________

   5.2 Company Name: _______________________________________________________
       Address: _____________________________________________________________
       Phone: __________________________________________________________________
       Contact: __________________________________________________________________
       Type of work or contract: ______________________________________________

   5.3 Company Name: _______________________________________________________
       Address: _____________________________________________________________
       Phone: __________________________________________________________________
       Contact: __________________________________________________________________
       Type of work or contract: ______________________________________________

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: ______________________________ Name: ____________________________
       (type or print)

Title: ______________________________ Date: ________________________________
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 NUMBER: ____________________
EMAIL ADDRESS: ______________________________________________

FOR CITY USE ONLY - DO NOT WRITE BELOW
SECTION III
SCOPE OF WORK

1. SCOPE OF PROJECT

The intent of this Invitation for Bid (IFB) is to obtain the services of a qualified Contractor, whose facility is not more than fifty (50) miles from the City of Kalamazoo, to perform inspections, preventative maintenance and repairs to City-owned fire apparatus. Services rendered by the Contractor shall take place at either the City worksite where the apparatus is assigned or at the Contractor’s service facility. The Contractor shall be able to perform inspections, preventative maintenance and repairs as specified in this IFB to all City-owned fire apparatus as outlined in Appendix B.

The City of Kalamazoo owns an inventory of five (5) front-line pumpers, four (4) reserve pumpers, two (2) front-line aerial apparatus, and one (1) reserve aerial apparatus (see Appendix B) to meet its commitment to provide fire protection services to the community. The fire apparatus are located at various Public Safety facilities in the City of Kalamazoo. Sufficient in-house resources are not available to support the maintenance of the fire apparatus. The City is seeking qualified contractors specializing in the maintenance of heavy equipment/fire apparatus to provide maintenance and repair services. Any additions to the fleet shall be subject to the same terms and conditions and pricing structure of the original Contract.

The service provider must demonstrate that they have the resources and capability to provide the materials and services as described herein. All service providers shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for the proposal to be deemed nonresponsive and rejected. The following criteria shall be met in order to be eligible for this Contract:

For all work tasks covered in this Contract, the bidder shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in the National Fire Protection Association Standard (NFPA)1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition.

Any person performing maintenance or repair on fire apparatus shall meet the qualifications of the State of Michigan for Medium/Heavy Truck certification(s) appropriate for the system or component (certifications Q, R, S, T, U, V).

The maintenance, repair, or performance testing of fire pumps, hose, ground ladders, aerial ladders or any component of the apparatus that is used in fire suppression activities is NOT part of this IFB.

Contractor shall have at a minimum twelve (12) full-time State of Michigan Mechanics (as defined above) on staff.

Contractor shall provide proof they have been in business for at least three (3) years performing the requested services. Contractor shall demonstrate that they have access to adequate parts and inventory to facilitate timely repairs.
1.1 General
The Contractor shall furnish all necessary supervision, labor, tools, parts and equipment required to perform inspections, maintenance, repairs and testing of the City of Kalamazoo Department of Public Safety’s fleet of fire apparatus. All services performed by the Contractor shall meet the National Fire Protection Association Standard (NFPA) 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. In addition, all services provided by the Contractor shall be consistent with industry best practices and meet all applicable federal, state and local standards and follow all manufacturers’ recommendations. It is the expectation of the City, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

1.2 Facilities and Work Sites
The Contractor shall perform services, including inspection, maintenance, testing and repair, at the City worksite at which the apparatus is located or at the Contractor’s service facility. The Contractor shall work with the Project Manager to determine the most suitable location where services will be performed. If the apparatus/vehicle is to be serviced at the Contractor’s service facility, it shall be the responsibility of the Project Manager to arrange for pick-up and delivery. No apparatus/vehicle shall be taken from a City worksite without prior approval from the Project Manager or designated representative. The Contractor warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations at any time during the Contract term during normal business hours.

1.3 Fire Apparatus Security
The Contractor is responsible for the security of any units in its custody. The Contractor’s custody includes any on-site work activity at a City facility by the Contractor; the Contractor’s transport of any unit from its City-assigned location to the Contractor’s place of business or other off-site facility; the return transport of the unit to its assigned location; and any period that the unit is located at the Contractor’s place of business or other off-site facility. The Contractor is responsible for all costs associated with correcting damage attributable to the Contractor while the unit is in the Contractor’s custody. While in the Contractor’s custody, apparatus/vehicles shall be stored inside, in a temperature-controlled environment.

1.4 Contractor’s Service Truck
The Contractor shall have a service truck operation sufficient to support the onsite inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks should be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

2. MAINTENANCE SCHEDULING AND COMPLETION

2.1 Scheduling
The Project Manager shall contact the Contractor to schedule the apparatus/vehicles due for service. The location at which services will be performed shall be determined between the Project Manager and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a City worksite, the Contractor shall provide the Project Manager with the time at which the Contractor’s service personnel will arrive to begin the service and an approximate time in which the service will be completed. For scheduled routine service, the Project Manager shall provide the Contractor with a list of non-priority repairs that need attention in addition to the scheduled service at least forty-eight (48) hours prior to the scheduled service.
2.2 Notifications and Communication
It shall be the responsibility of the Project Manager to notify affected fire station personnel of scheduled service of apparatus/vehicles. Upon arrival at a City worksite, the Contractor shall check-in with the Project Manager, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check-out with the Project Manager and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the Project Manager is not available at the completion of services, a paper form shall be left on the driver’s seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in-service or out-of-service).

2.3 Inspection and Maintenance Completion
The Contractor is responsible for the timely inspection and maintenance of the City’s fire apparatus, and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the City that the Contractor has readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Semi-Annual and Annual Preventative Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the City apparatus. The City’s performance standards for completing various work activities are as follows:

- **Semi-Annual Inspection and Preventative Maintenance**: If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor’s facility, services shall be completed within three (3) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the Project Manager immediately.

- **Annual Inspection, Testing and Preventative Maintenance**: Annual Inspection, Testing and Preventative Maintenance shall be performed at the Contractor’s facility unless prior arrangements are made with the Project Manager. Annual Inspection, Testing and Preventative Maintenance services shall be completed within five (5) business days. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the Project Manager immediately.

- **Priority Repairs**: If performed on-site, services shall be completed within eight (8) hours. If performed at the Contractor’s facility, services shall be completed within two (2) business days. If additional time is needed for repairs, the Contractor shall notify the Project Manager immediately.

- **Non-Priority Repairs**: Non-priority repairs shall be resolved within seven (7) business days upon notification to the Contractor. The Contractor and the Project Manager will determine where these types of repairs will be performed. If additional time is needed for repairs, the Contractor shall notify the Project Manager immediately.
2.4 Re-scheduling

Fire apparatus may be unavailable for inspection or maintenance despite proper pre-notification and scheduling by the Contractor. In that event, the Contractor should reschedule the unit for inspection or maintenance, the new date and time should not exceed forty-eight (48) business hours from the originally scheduled date and time. The revised schedule shall be forwarded to the Project manager within eight (8) business hours. The Contractor may invoice the City a rescheduling fee under the following conditions:

- The service had been properly scheduled; and
- A Contractor’s technician had responded to the City facility for the service; and
- The fire apparatus was unavailable for inspection or maintenance; and
- The equipment was not available due to an emergency operational requirement; or
- Station personnel misunderstood the schedule information and the equipment was not available; and
- The Project Manager provides written confirmation of the requirement to reschedule the service.

3. LEVEL OF SERVICES TO BE PROVIDED

3.1 The Kalamazoo Department of Public Safety has established an in-house inspection program for frontline and reserve fire apparatus and ambulances. These are daily, weekly and monthly operational inspections performed by personnel and are not work tasks included in this Scope of Work.

3.2 The following establishes the level of services to be provided by the Contractor. The Contractor shall work with the City to determine the level of inspection and preventative maintenance and the required service interval for each fire apparatus that the City operates. The criteria for each level of inspection and preventative maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer’s most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

A. Semi-Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

B. Annual Inspection and Preventative Maintenance – Heavy Apparatus. Includes inspection and preventative maintenance that may be required for all apparatus components and systems.

C. Priority Repairs. Priority repair status indicates that the apparatus has been placed into an out of service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

D. Non-Priority Repairs. Non-Priority Repairs indicates a deficiency that needs to be corrected; however, it does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out-of-service status. Non-Priority Repairs will be handled by the Contractor during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventative maintenance service to be corrected at the discretion of the Project Manager.
3.3 **Inspection, preventative maintenance, repairs and testing required for loose equipment** (i.e., nozzles, hose, ground ladders, etc.) will be handled by the City and will NOT be the responsibility of the Contractor.

3.4 Any time services are completed on City apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of their proposal, copies of the service documentation they will use to inspect, maintain, repair and test City apparatus. This documentation shall demonstrate that the Contractor’s procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

A. Date services were performed;
B. City Work Order Number;
C. Name of the technician that performed the services;
D. Location where services were performed;
E. Unit Designation;
F. City Vehicle Number;
G. Apparatus Manufacturer;
H. Apparatus Make;
I. Apparatus Model;
J. Manufacturer Job Number or Serial Number;
K. Odometer Reading In;
L. Odometer Reading Out;
M. Pump Hours;
N. Vehicle Identification Number (VIN); and
O. Engine Hours.

4. **VEHICLE MAINTENANCE AND REPAIR**

4.1 **General**
The Contractor shall perform scheduled preventive, recurring maintenance, repair and replacements for the fire apparatus included in this Contract as directed by the Project Manager. All maintenance activities for this equipment shall comply with the manufacturer’s recommendations including warranties. Maintenance intervals shall comply with the manufacturer’s recommended severe service schedule based on mileage, hours of operation, or time in service since the previous maintenance, as approved by the Assistant Chief or designated representative.

4.2 **Inspection and Preventive Maintenance Service**
The objectives of inspection and preventative maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventative maintenance service. Inspection and preventative maintenance services shall include fluid analyses including oil and transmission fluid and, if requested by the Project Manager, coolant. Fluid samples shall be taken at each oil change interval and tested at a laboratory acceptable to the City.
4.3 Recurring Maintenance
Recurring maintenance is the act of servicing a fire apparatus or a component in order to keep the vehicle and its components in proper operating condition, and to prevent failure or breakdown. Task examples include, but are not limited to, lamp and gauge replacement, scheduled oil changes, coolant and pneumatic hose replacement, belt replacement and adjustment, windshield wiper replacement, brake adjustments, system and component adjustments and calibration, and fastener replacement.

4.4 Repair and Replacement
Repair is the work necessary to restore a fire apparatus or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Contractor has a specific situation that warrants a request for a waiver, the provisions of PARTS, below, shall be followed.

4.5 Re-Assembly
The Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

4.6 Repair Approvals
The Contractor shall have specific pre-approval from the Project Manager prior to completing repairs. In obtaining approval, the Contractor shall advise the Project Manager of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor.

4.7 Modifications
No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the Assistant Chief or designee. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before City approval.

4.8 Apparatus or Equipment Damage
No accident damage may be repaired until the Contractor receives written authorization from the City. Any damage noted by the Contractor during an inspection shall be immediately reported to the Project Manager. The email or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair. The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

4.9 Repair Facilities
If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor is responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer’s facility, when required, and for the vehicle’s return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the Project Manager or designee. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before City approval.
4.10 City Inspections
The Contractor shall advise the Project Manager within one (1) hour of the completion of repairs or replacements on any fire apparatus. A representative of Kalamazoo Department of Public Safety will perform a quality control acceptance inspection of all equipment repairs or replacements. No equipment shall be returned to an in-service status, or work order placed in a “FINISHED” status until the Project Manager or designee has accepted the work as complete.

5. EMERGENCY CALL RESPONSE FOR PRIORITY REPAIRS

5.1 General
A call for Priority Repair Service indicates that the apparatus has been placed in an out-of-service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

5.2 Emergency Contact
The Contractor shall have an individual accessible by cell phone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. The contractor is required to respond by telephone to the reporting agency within ten (10) minutes of the initial text message. At that time, the Contractor will provide the Project Manager or designee with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and break-down requests for equipment at a City facility.

5.3 Non-Response
In an emergency situation, if the Contractor does not respond to the requesting officer within ten (10) minutes, the City shall exercise the option to contact another vendor that is available and can provide the services needed.

5.4 Wrecker Service/Towing
The City has existing agreements in place with area wrecker services. The City will coordinate this service and the location to which the apparatus shall be towed. In the event that the local wrecker service is not available, the Contractor may be asked to provide wrecker service to transport fire apparatus from the fire stations to the Contractor’s facility.

6. PARTS

6.1 Parts Inventory
The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the City’s fire apparatus. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term.

6.2 Tires
The City has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the City. The Contractor’s role in tire replacement is to recommend when tire replacement is necessary.
6.3 Contractor-Furnished Parts
The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- Part Number;
- Part Description; and
- Unit Price of Part.

6.4 Core Accounting
The Contractor is responsible for managing core parts returns and adjustments. No core charge may be applied to a work order and invoiced to the City. If the Contractor’s parts supplier denies a core charge, the Contractor may provide documentation verifying that denial, and a copy of the work order and an invoice requesting reimbursement for that denied cost. The information should be forwarded to the Kalamazoo Department of Public Safety, ATTN: Sergeant Tom DenHarder, 601 N. Park Street, Kalamazoo, MI 49007.

7. WARRANTIES

7.1 Warranty Repairs
The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Kalamazoo Department of Public Safety shall communicate the warranty status of all apparatus. The Contractor shall notify the Kalamazoo Department of Public Safety when a warranty repair is required and work with the Kalamazoo Department of Public Safety to determine the best course of action. The Project Manager will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Contractor fails to acknowledge a warranty repair and/or notify the Project Manager prior to proceeding with the repair, the Contractor shall be responsible for the labor and parts associated with the repair. The Contractor shall track all warranty work and work orders, including parts and labor, expended for warranty work performed on equipment and components. Credit memos will not be accepted by the City in lieu of making the required repair(s) to correct a warranty problem.

7.2 Contractor Repair Warranty
The Contractor shall warranty repairs for a period of not less than the manufacturer’s warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer’s warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding $2,000 for a single task.

7.3 Original Equipment Manufacturer (OEM) Warranty
If the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the City, recapture the warranty from the OEM. If that repair or part had been charged to the City, the Contractor will credit that cost to the City account. This will be accomplished by adjusting the warranty work order with the applicable credit code. The City will reduce any outstanding Contractor invoices by the amount of the credit. If the Contractor is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Contractor. This includes recapturing any costs to the Contractor from the warranting entity.
7.4 Warranty Claims
The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of the City of Kalamazoo.

8. WORK DOCUMENTATION

8.1 Vehicle Record Files
The Contractor shall establish and maintain an individual folder for each piece of fire apparatus being serviced in this Contract. The folders will be available for review by the City during normal business hours. The folders are to be numbered with the unit identification number and are to be filed numerically. All information pertaining to that unit will be included in the folder, including, but not limited to:

- Maintenance Requests;
- Work Orders and other Maintenance Actions;
- Safety Recalls;
- Completed Inspection Checklists; and
- All Records for Auxiliary Equipment on the Base Unit.

8.2 Ownership of Maintenance Information
The City shall own all information related to activity that occurs as part of the Contract. At the completion of the Contract term, all data, records, complete vehicle folders and other information developed and maintained by the Contractor during the Contract term remain the property of the City of Kalamazoo and shall be transferred to the City on the Contract completion date.

9. PRICING/BILLING

All prices stated on the Bid and Award page shall be firm for the duration of the Contract.

10. CONTRACT PERIOD AND EXTENSIONS

10.1 The contract shall be in effect for a one (1) year period beginning on or about March 1, 2020.

10.2 The City may renew this contract for four (4) additional one-year periods. Renewals shall be upon mutual agreement of both parties and shall be subject to the availability of funds, need and the renewal and/or cancellation options as specified herein.

10.3 The City from time to time may 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 extensions thereof, remaining in full force and effect.

All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission.

11. NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the Contractor, that it is not made for the benefit of any third party and that no action or defense may be founded upon this contract except by the parties’ signatory hereto.
12. **PROJECT MANAGER**

   Tom DenHarder, Sergeant, Public Safety – Training Division, herein referred to as the Project Manager or his designated representative, shall be the City's representative under the contract.

13. **AWARD CRITERIA**

   All of the following factors will be considered in evaluating bids received:
   
   - Responsiveness to Invitation for Bid specifications
   - Qualifications of firm
   - Cost
   - References
   - Proximity of facility or proposed facility to the City of Kalamazoo
   - Hours of facility operations
   - Viability of Start-up timeline within a one-month timeline
   - Availability of parts and inventory
   - Experience with Fleet Maintenance with emphasis on Fire and Emergency Vehicle Apparatus, including listing of Primary personnel (managers, Key Personnel), mechanics’ qualifications and certifications
   - Authorized warranty center for Detroit Diesel and Cummins engines
   - Ability to Meet or Exceed all requirements, including emergency response

14. **QUESTIONS**

   Questions relative to general bid requirements may be addressed to Craig Hull, Buyer at (269) 337-8444. Questions regarding specifications and requirements may be addressed to Tom DenHarder, Sergeant at (269) 337-8346. However, this does not relieve the requirements of Page 1, Item 3.
SECTION IV
CITY OF KALAMAZOO
INDEMNITY AND INSURANCE REQUIREMENTS

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 and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

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 Insured: 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 Division, 241 W. South Street, Kalamazoo, MI 49007.

**Proof of Insurance Coverage:** The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the 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.
CITY OF KALAMAZOO
INDEMNITY AND INSURANCE REQUIREMENTS

Continued

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. The contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received.

   B. Notification of award will be in writing by the Purchasing Division. 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 Division 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.

   C. 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 quoted 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. **INVOICING**

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazooity.org. Fax copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

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 paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

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

The City reserves the right to increase or decrease services 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 Firm 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 Agent. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep themselves 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. The 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 Firm.

This contract shall be governed by the laws of the State of Michigan.
9. **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.

10. **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.

11. **DEFAULT**

The City may at any time, by written notice to the Firm, terminate this contract and the Firm'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 perform the services within the time specified herein, or any extension thereof.
C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
D. Failure to perform in compliance with any provision of the contract.
E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm 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 the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

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

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Firm from being awarded any future City contracts.
DEFAULT (cont.)

F. 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.

12. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its 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 its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

13. MEETINGS

The Firm 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. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the City for the performance of the Firm's work.

15. TERMINATION

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.

B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.
16. USE OF DOCUMENTS

A. Provided to the City:

All plans, drawings and specifications provided to the City under this Agreement shall become property of the City, and shall be deemed public records as required by Michigan law. The City shall be entitled to use such documents for its own municipal purposes only, and shall have no authority to sell them at a profit to any third party. Any use of such documents by the City for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Firm, and the City agrees to indemnify and hold the Firm harmless from any and all reasonable damages, losses, attorney fees, costs, and/or reasonable expenses which the firm may incur as a result of such use by the City.

B. Provided by the City:

All digital data derived from the City of Kalamazoo’s Geographic Information System (GIS), Computer Aided Design (CAD) software, and the Global Positioning System (GPS) provided to the consultant for the purpose of this contract shall remain the property of the City of Kalamazoo. This contract limits the use of this digital data for the purpose of fulfilling the goals of this contract. Failure to comply can result in the termination of the contract and the removal of the contractor’s name from future bid lists. Examples of digital data from GIS/CAD/GPS may include, but are not limited to; orthophotography, topographic contours, parcel/lot lines, street centerlines, utilities, hydrography, wells, zoning, building footprints, neighborhood boundaries, census tracts and blocks, voting districts, and school district boundaries.

17. CONFLICT OF INTEREST

The Firm shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract which constitutes a conflict of interest.

18. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

19. 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. Notwithstanding other provisions of this contract, the City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
CONTRACT PERIOD, EXTENSIONS, CANCELLATION (cont.)

F. Notwithstanding other provisions of this contract, 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 11, DEFAULT).
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-Larson 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
# APPENDIX B
## FIRE APPARATUS INVENTORY SHEET

<table>
<thead>
<tr>
<th>EQUIPMENT NO.</th>
<th>DESCRIPTION</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine 2</td>
<td>Spartan Metro Star Pumper</td>
<td>2018</td>
</tr>
<tr>
<td>Engine 12</td>
<td>Pierce Saber Pumper-Squad</td>
<td>2005</td>
</tr>
<tr>
<td>Engine 3</td>
<td>Pierce Saber Pumper</td>
<td>2010</td>
</tr>
<tr>
<td>Engine 14</td>
<td>Quality/Spartan Pumper</td>
<td>2001</td>
</tr>
<tr>
<td>Engine 5</td>
<td>Pierce Saber Pumper</td>
<td>2010</td>
</tr>
<tr>
<td>Engine 15</td>
<td>Pierce Saber Pumper</td>
<td>2005</td>
</tr>
<tr>
<td>Squad 6</td>
<td>Spartan Metro Star Pumper</td>
<td>2018</td>
</tr>
<tr>
<td>Engine 7</td>
<td>Spartan Metro Star Pumper</td>
<td>2015</td>
</tr>
<tr>
<td>Engine 17</td>
<td>Quality/Spartan Pumper</td>
<td>2001</td>
</tr>
<tr>
<td>Truck 2</td>
<td>Pierce Arrow 75’ Ladder Truck w/Pump</td>
<td>1989</td>
</tr>
<tr>
<td>Truck 4</td>
<td>Pierce 75’ Aerial w/Pump</td>
<td>2010</td>
</tr>
<tr>
<td>Truck 6</td>
<td>Pierce Lance 100’ Platform w/Pump</td>
<td>1997</td>
</tr>
</tbody>
</table>