



**Department of Management Services**  
**Purchasing Division**  
 241 West South Street  
 Kalamazoo, MI 49007-4796  
 Phone: 269.337.8020  
 Fax: 269.337.8500  
[www.kalamazoo-city.org](http://www.kalamazoo-city.org)

**REQUEST FOR QUOTE**  
**THIS IS NOT AN ORDER**

**PROJECT: Two Year Term Contract for Securing Vacant Buildings**

**QUOTE REFERENCE NO: 91065-006.0**

**DEPARTMENT CONTACT: Roger Iveson, Project Coordinator at (269) 337-8560**

**DEPT: CP&ED - Code Administration**

**ISSUE DATE: December 8, 2023**

**QUOTE RETURN DATE: December 21, 2023 (at the end of business day)**

**SUBMITTAL INSTRUCTIONS:** Return on or before date above. **Mark envelope – Quotation – Secure Vacant Buildings and due date.** This quote may also be faxed to (269) 337-8500 or emailed to [cokpurchasing@kalamazoo-city.org](mailto:cokpurchasing@kalamazoo-city.org).

**STATEMENT OF NO QUOTE**

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

- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your bidders list for this commodity or service.

**REMARKS:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **NAME:** \_\_\_\_\_  
 (Type or Print)

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_  
 (if any)

**ADDRESS:** \_\_\_\_\_  
 (Street address) (City) (State) (Zip)

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SECTION I  
INSTRUCTIONS FOR QUOTES**

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

All quotes shall be tightly sealed in an envelope plainly marked SEALED QUOTE and identified by project name, quote opening date and time. Quotes 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. Quotes submitted by Fax machine will not be accepted.

3. **EXPLANATION TO VENDORS**-Any binding explanation desired by a vendor regarding the meaning or interpretation of the Request for Quotes (RFQ) and attachments must be requested in writing, **at least 5 days before the bid opening** so a reply may reach all prospective vendors before the submission of bids. Any information given to a prospective vendor concerning the RFQ will be furnished to all prospective vendors as an amendment or addendum to the RFQ if such information would be prejudicial to uninformed vendors. Receipt of amendments or addenda by a vendor must be acknowledged in the quote by attachment, or by letter or fax received before the time set for opening of quotes. 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 quotes 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 quote.
5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn in person by a vendor or authorized representative, provided their identity is made known and a receipt is signed for the quote, but only if the withdrawal is made prior to the exact time set for receipt of quote. No quote may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE QUOTES**-Vendors are cautioned that any alternate quote, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFQ may be considered non-responsive, and at the option of the City, result in rejection of the alternate quote
7. **LATE QUOTES**-Any quote 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 quotes that have been determined by the City to be received late due to mishandling by the City after receipt of the quote 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**  
**QUOTE FORM**

The undersigned having become thoroughly familiar with all of the quote/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide supervision, all labor, equipment, supplies and materials necessary to perform in a professional manner the securing of vacant and abandoned buildings as specified herein for the unit prices as stated below:

<u>ITEM #</u>	<u>TYPE OF WORK</u>	<u>UNIT PRICES (per occurrence)</u>	
		<u>Year 1</u>	<u>Year 2</u>
1.	Standard Response Board/Otherwise Secure first opening	\$ _____	\$ _____
2.	Board each additional, same trip, lower floor	\$ _____	\$ _____
3.	Board each additional, same trip, upper floor	\$ _____	\$ _____
4.	Remove/Replace existing door latch set, keyed alike	\$ _____	\$ _____
5.	Install hasp on existing door & jamb.	\$ _____	\$ _____
6.	Resecure existing board (utilizing the same board located at property)	\$ _____	\$ _____
7.	Other work* (minor demo., carpentry, etc.) Labor @ \$/hr. \$ _____/hr. Contractor invoice will include itemized list of necessary materials and equipment showing reasonable costs for same.	\$ _____/hr.	
8.	Priority Request Surcharge (Respond within 24 hours of request)	\$ _____	\$ _____
9.	High Priority Request Surcharge (Respond within 4 hours of request)	\$ _____	\$ _____

**NOTE:** Two or more immediately adjacent opening(s) totaling four (4) x eight (8) foot or smaller shall be noted as such but considered to be and invoiced as one opening.

All of the above unit prices shall remain firm for the respective twelve (12) month periods after award date.

I, the Contractor, by my signature \_\_\_\_\_, hereby certify that I shall respond on site and complete all work within the time frame as specified herein on an ongoing basis.

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

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

Contractor 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.**

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_



**BIDDERS QUESTIONNAIRE**

Please answer the following questions completely.

1. Firm name: \_\_\_\_\_
2. Established:           Year \_\_\_\_\_           No. 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 3 references of contracts for similar work performed over the last 5 years.
  - 5.1 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

**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 Director has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Director 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 bidders’ employment application form**

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

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

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:\_\_\_\_\_
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position



**Securing Vacant Buildings**

Bid Reference No: 91065-006.0

I hereby state that all 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: \_\_\_\_\_

Financial Contact Name: \_\_\_\_\_ Financial Contact Phone Number: \_\_\_\_\_

Financial Contact Email 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: \_\_\_\_\_

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**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION III**  
**CITY OF KALAMAZOO**  
**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 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 in accordance with all applicable statutes of the State of Michigan, 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 pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any 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, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers 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.

**INDEMNITY AND INSURANCE**

*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 IV**  
**SPECIFICATIONS**

1. **INTENT**

It is the intent of the City to enter into a two (2) year term contract for the securing of vacant and abandoned buildings from casual entry at various locations throughout the City.

2. **SCOPE OF SERVICES**

The Contractor shall furnish supervision, all labor, equipment, supplies and materials necessary to perform satisfactorily the securing of vacant and abandoned buildings from casual entry as requested by the Project Manager (or designee) during the times as specified herein. All services and safety precautions shall meet the highest industry standards, City codes, and rules, laws and regulations including OSHA and MIOSHA.

3. **STRUCTURE TYPES**

Work sites and structures will vary and include commercial/industrial or residential of one or more stories.

4. **WORK ASSIGNMENTS**

Work assignments shall be provided to the Contractor by local telephone calls or he/she shall accept collect calls. An answering service shall be available at such time as the Contractor cannot be reached directly. The Contractor shall be available to receive such calls between the hours of 7:00 A.M. and 9:00 P.M. daily. (Requests will typically be made between 7:00 A.M. and 5:00 P.M. Monday through Friday and not on holidays.)

5. **WORK ORDERS**

A work order confirming the requests/assignments shall be e-mailed or transmitted via facsimile on the same day work requests are made by the City Building Official. **NO WORK IS TO BE PERFORMED WITHOUT THE WORK ORDER OR A DIRECT TELEPHONE ORDER FROM THE PROJECT MANAGER (or their designee).**

6. **RESPONSE TIME/WORK COMPLETION**

All work shall be properly completed in a professional manner and all demolition and/or construction waste materials removed from the work site within the following timelines. Requested "Standard Response" work shall be completed no later than two (2) days after receipt of work assignment by telephone. Requested "Priority" work shall be completed within twenty-four (24) hours of the request. Requested "High Priority" work shall be completed within four (4) hours of the request.

**7. REPORTING/INVOICING**

- 7.1 The Contractor shall record/log each request/work order received from the Project Manager (or their designee) by address and by work request and/or service performed (see definitions below), including the time and materials required to complete each type of work assignment (if applicable) and the date work was completed.
- 7.2 On the first day of each week following completion of requested work, the Contractor shall submit an invoice itemizing each site location and total due. A copy of each request confirmation shall be attached and submitted with the invoice to the Project Manager.

**8. DEFINITIONS OF WORK ASSIGNMENTS**

- 8.1 "Standard Response" – Complete all work within two (2) days of the confirmed request.
- 8.2 "Board" – install nominal 1/2" OSB panel to cover entire building opening. Panel to be cut such that it will not extend beyond the outer perimeter of the exterior trim when installed. Panel is to be pre-painted over entire exterior side with gray acrylic latex paint. The panel is to be fastened to a 2"x 4" stud, if the door/window is completely missing and nailed tight to the face of the opening trim boards using #8 galvanized Star/Torx wood screws no greater than 12" intervals along the entire perimeter of the panel.
- 8.3 "Upper" – openings with a top height exceeding 12' above grade not accessible by existing safe stair.
- 8.4 "Install Hasp" - install a 4 ½ " or larger double-hinge, heavy duty safety hasp on the exterior surface of the existing door and jamb sufficient to enable placement of a padlock provided by the City. The hasp shall be installed near the center of the vertical swinging edge of the door and adjacent frame using no less than 1 1/4" long wood screws in both door and jamb.
- 8.5 "Other Work" - examples of other work include but are not limited to: removal of dangerous stairs, railings, porches, balconies or the like; minor repairs to door jambs to re-establish a useful strike plate for latching/locking; filling or covering of open cisterns or other grade depressions; repair or removal of fences or other site structures. Work in this category will be paid on a time plus material basis with the Contractor supplying an inventory of materials used and a statement of time required. Bid to show per hour charge. Material charges to be itemized showing reasonable charges.
- 8.6 "Priority Request Surcharge" – the amount over and above other line item charges due to contractor for completion of Priority Request work within 24 hours of the confirmed request.
- 8.7 "High Priority Request Surcharge" – the amount over and above other line item charges due to Contractor for completion of High Priority Request work within 4 hours of the confirmed request.

**9. WORK ORDER CATEGORIES - QUOTE ONLY UNIT PRICES**

- 9.1 Standard Response Board/Otherwise secure first opening.
- 9.2 Board each additional, same trip, first floor.
- 9.3 Board each additional, same trip, upper floor.
- 9.4 Remove/Replace existing door latch set, keyed alike
- 9.5 Install hasp on existing door and jamb.
- 9.6 Other work (minor demolition, carpentry, etc.) Labor @ \$/hr.
- 9.7 Priority Request Surcharge (Respond w/in 24 hours)
- 9.8 High Priority Request Surcharge (Respond w/in 4 hours)

NOTE: Each 4' x 8' of opening or fraction thereof shall be considered to be a separate opening.

## **GENERAL REQUIREMENTS**

### **1. AWARD**

The City reserves the right to make an award of this contract based on each bidder's response to this Invitation for Bids and prices for the specified services. Award will be made on an aggregate basis, NOT SPLIT, and is subject to the availability of funds.

### **2. CONTRACT PERIODS AND RENEWALS**

- 2.1 The contract shall be in effect for a two (2) year period, commencing on the date of execution by the City and continue for approximately two (2) years thereafter subject to availability of funds and the renewal options as stated herein.
- 2.2 The City may opt to renew this contract for three (3) one-year periods, upon written notice to the Contractor at least thirty (30) days prior to expiration of the original or extended period. All renewals shall be upon mutual written agreement of both parties.

### **3. PROJECT MANAGER**

- 3.1 The City's Community Planning and Economic Development (CP&ED) Project Coordinator, herein referred to as the Project Manager, or his designated representative shall be the City's representative under this contract and shall have general supervisory authority over the services provided by the Contractor.
- 3.2 The Project Manager or his duly authorized representative shall have authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. He shall have authority to reject any work or materials that do not conform to the contract and to decided questions or interpretation which may arise from the contract documents.
- 3.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in any request and shall not proceed with the work until the Project Manager has resolved the error or omission.
- 3.4 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract. Materials, equipment, components or work not complying may be rejected by the Project Manager or designated representative and shall be replaced by the Contractor at no cost to the City.
- 3.5 The City does not assume any responsibility for the availability of any materials, equipment or components required under the contract.

### **4. QUALIFICATIONS OF CONTRACTOR'S EMPLOYEES**

- 4.1 The Contractor shall supply competent help along with a fully trained full-time working supervisor. The supervisor shall be present at all time the Contractor's employees are performing their work and shall check and approve all work accomplished. Any inability by the Contractor to maintain a regular and consistent work force including supervision may result in default of contract.

**QUALIFICATIONS OF CONTRACTOR'S EMPLOYEES (cont.)**

- 4.2 The Project Manager may prohibit from the work site any employees of the Contractor deemed to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable and whose continued employment under this contract is deemed contrary to the public interest.

**5. CONTRACTOR'S RESPONSIBILITY**

- 5.1 It is the policy of the City that City shall not exercise direction or supervision of Contractor's employees. The Contractor, direct representative or supervisor shall be available at all times when the contract work is in progress to receive instructions from the Project Manager or designated representative.
- 5.2 The Contractor or his/her representative must be available during normal business hours and days for telephone or personal consultation when desired by the City. The Contractor's representative must be authorized to make decisions regarding construction means, methods, techniques, sequences, procedures or safety precautions and the representative's qualifications, availability and scope of authority must be satisfactory to the City.
- 5.3 The Contractor shall be held responsible for any damages that are caused by his/her employees or their methods of service.

**6. INSPECTION OF THE PREMISES**

- 6.1 Before submitting a bid, all bidders shall have examined representative sites and satisfied himself/herself as to the existing conditions under which he/she will be obliged to operate or that in any way affect the work under this contract. For a list of representative vacant/abandoned structures, contact CP&ED Project Coordinator, Roger Iveson at (269) 337-8560.
- 6.2 For an appointment to inspect any currently vacant and abandoned buildings open to casual entry that will need securing, contact CP&ED Project Coordinator, Roger Iveson at (269) 337-8560.
- 6.3 All bidders shall investigate and become familiar with conditions relating to the work to be performed according to contract specifications; shall verify all measurements, materials, etc. required; and shall be responsible for the correctness of same. No extra charge or compensation will be allowed for any errors, omissions or miscalculations or because of failure on the part of the Contractor to investigate or inspect the sites.
- 6.4 No plea of ignorance of conditions which exist or which may hereafter exist, or any of the difficulties which may be encountered will be accepted as a basis for any failure or omission on the part of the Contractor to fulfill all of the requirements of this contract, nor will such failure or omission be accepted as the basis for any claims of any nature for extra compensation or extension of time. The submission of a bid shall be considered as conclusive evidence of compliance with this section.



**7. WORK SCHEDULING AND MATERIALS**

- 7.1 The work shall be performed as outlined herein and in accordance with the highest industry standards. The Contractor shall provide all equipment and supplies that will be necessary to complete the required work.
- 7.2 Every effort will be made by the City's representatives to cooperate with the Contractor in regard to scheduling types and makes of materials and equipment used and the establishment of policies and procedures in addition to those noted above or those to follow therein.
- 7.3 It is expressly understood and agreed by and between the Contractor and the City that the contract time for the completion of the work described herein is a reasonable time considering all of the applicable factors. It is further understood and agreed that **TIME IS OF THE ESSENCE** in respect to the work contemplated hereunder and the Contractor agrees to do the work set forth and agreed to herein by the Contractor. Failure on the part of the Contractor to complete the work as set forth by the Contractor and agreed to shall constitute default by the Contractor. Regardless of any other provision of this contract, if Contractor fails to perform as detailed above the Contractor shall be liable to the City for all damages incurred by the City including, but not limited to: fees, fines and the like. Contractor shall still remain liable to the City for any other costs or damages due to reasons unrelated to timely performance.
- 7.4 The Contractor shall not use any material which the Project Manager determines would be unsuitable for the purpose intended, that being to secure the building from casual entry.
- 7.5 Materials and equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Project Manager. Materials and equipment deemed by the Project Manager to be of improper type or design or inadequate for the purpose intended, shall be replaced.

**8. DAMAGES**

- 8.1 The Contractor shall be held responsible for any damages caused by his/her employees or methods of service, any damages due to the Contractor's employees' recklessness, the Contractor shall at his/her own expense repair or replace said damage.
- 8.2 The City will not be responsible for damages to or loss of Contractor's supplies, materials or equipment in any way. Nor shall the City be responsible for the Contractor's employees' personal belongings brought onto the site.

**9. QUESTIONS**

Questions relative to the terms and conditions may be addressed to Nicole Kling, Buyer at (269) 337-8746, or [klingn@kalamazoocity.org](mailto:klingn@kalamazoocity.org). Questions regarding specifications may be addressed to Roger Iveson at (269) 337-8560, or [ivesonr@kalamazoocity.org](mailto:ivesonr@kalamazoocity.org). This does not relieve the requirements of Page 2, Item 3

**TERMS AND CONDITIONS**

**1. AWARD**

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

**2. COMPLETE CONTRACT**

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

**3. TAXES**

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

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

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

**5. LAWS, ORDINANCES AND REGULATIONS**

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

**6. HOLD HARMLESS**

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

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

**DEFAULT (cont.)**

- B. The unauthorized substitution of articles for the bid as specified.
- 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 - Vendor 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 Vendor'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.

**8. 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).

**CONTRACT PERIOD, EXTENSIONS, CANCELLATION (*cont.*)**

- 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.
- 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 8, DEFAULT).

**9. INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of 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 for the like.

**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, City Ordinance 1856 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, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

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

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

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.