



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

REQUEST FOR QUALIFICATIONS (RFQ)

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

Project Name: Auto Body Repair Pre-Qualification

Bid Reference #: 92819-001.0

RFQ ISSUE DATE: March 14, 2024

Number of Copies Required:
One (1) Original + One (1) copy

PROPOSAL DUE/OPENING DATE: April 16, 2024 at 3:00 p.m. Local Time (ET)

Facsimile Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:

Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this RFQ should be directed to:
Tom Quigley, Fleet Manager at (269) 337-8761
or quigleyt@kalamazoocity.org

You are invited to submit your qualifications for this project. Specifications, terms, conditions and instructions for submitting qualifications are contained herein.

All firms shall answer the questionnaire and submit all information requested herein in order for a submission to be responsive. **FAILURE TO DO SO MAY RESULT IN THE QUALIFICATIONS BEING REJECTED AS NON-RESPONSIVE.** The RFQ document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **QUALIFICATIONS MUST BE RECEIVED BEFORE THE DUE DATE - LATE QUALIFICATIONS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the qualifications opening for its own convenience.

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

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The City reserves the right to accept or reject any or all qualifications and/or proposals and waive informalities and minor irregularities in submissions received.

STATEMENT OF NO INTEREST

NOTE: If you DO NOT intend to submit a Statement of Qualification, please return this form immediately.

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

If you do not respond to this inquiry within the time set for the qualification 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 bidders 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 Request for Qualifications.
- _____ 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 proposers 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
REQUEST FOR QUALIFICATIONS
INSTRUCTIONS**

1. **EXAMINATION OF DOCUMENT** - Before submitting qualifications, firms shall carefully examine the requirements and shall fully inform themselves as to all existing conditions and limitations.
2. **PREPARATION OF QUALIFICATIONS** - The response to the RFQ shall be legibly prepared in ink or typed. The qualifications submission shall be properly signed and the complete address of the firm given thereon. **One (1) original and one (1) copy** shall be provided and submitted to:

City of Kalamazoo
Purchasing Division
241 W. South Street
Room 103
Kalamazoo, MI 49007

Submissions shall be tightly sealed in an envelope plainly marked SEALED REQUEST FOR QUALIFICATIONS and identified by project name, due date and time. Envelopes 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.

3. **EXPLANATIONS** - Any explanation desired by the firm regarding the meaning or interpretation of the RFQ and attachments must be requested in writing and with sufficient time allowed for a reply to reach all prospective firms before the submission of their qualifications. Any information given will be furnished to all as an amendment or addendum to the RFQ, if such information would be prejudicial to uninformed firms. Receipt of amendments or addendums by a firm must be acknowledged in the RFQ by attachment, or by letter or fax received before the time set for opening of qualifications. Oral explanation or instruction given prior to the opening will not be binding. Any binding explanation desired by a bidder regarding the meaning or interpretation of the Request for Qualifications (RFQ) and attachments must be requested in writing, **at least 10 business days** before the bid opening so a reply may reach all prospective bidders before the submission of bids.
4. **WITHDRAWAL OF QUALIFICATIONS** - Qualifications may be withdrawn prior to opening by written or telegraphic request or in person by an authorized representative provided their identity is made known and a receipt is signed for the submission. Once proposals are received, they may not be withdrawn for at least **one-hundred twenty (120) days** after submission due date.
5. **LATE RFQ** - Any qualifications 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 qualifications that have been determined by the City to be received late due to mishandling by the City after receipt of the qualifications and no award has been made.
6. **BROCHURES** - Illustrated brochures and professional records may be attached and submitted to augment data included in this questionnaire. If brochures include information requested in the questionnaire, the questionnaire may reference the appropriate pages of the brochure.
7. **COMPLETENESS** - All information requested herein shall be submitted with the RFQ. Failure to do so may result in rejection of the RFQ as non-responsive.

8. **QUALIFICATIONS SUBMITTAL** – Proposers can submit sealed qualifications in one of the following ways:

8.1. **Mail your proposal**, to be received before the due date and time indicated in the RFQ document, to the City of Kalamazoo at the following address:

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

8.2. **Deliver your qualifications to City Hall In-Person** before the due date and time indicated in the RFQ document.

8.3. **Deliver your qualifications to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the due date and time indicated in the RFQ document.



1. Open drop box located at City Hall.

2. Insert SEALED PROPOSAL here.



9. **QUALIFICATIONS SUBMITTED LIST**- The Purchasing Division makes an effort to post the list of submitted qualifications to the City of Kalamazoo website within 24 hours after the due date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the list may extend beyond the 24-hour window.

- 9. Attach a list of similar projects performed over the last five (5) years. Include: project name, owner, contact person and phone number, description of project, professional services provided.
- 10. Identify projects in Item 9 which most closely match the work required by the City.

- 11. Provide your understanding of the project and any special qualifications you bring to this project.
- 12. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

- 13. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ. Please attach certificate of competency and/or State registration.

- 14. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

- 15. State the name, title, and contact information of the individual(s) who will have personal management of the work:

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION
PROFESSIONAL SERVICES**

When evaluating the qualifications of the responses received for professional service contracts, the location of Kalamazoo County professional firms will be given additional consideration. The City of Kalamazoo is the sole determiner whether a professional firm qualifies as a Kalamazoo County firm and the ranking of its qualifications as compared to the qualifications of the other professional firms being considered.

During the qualifications evaluation process, an additional weight of approximately two percent will be added to the qualifications of Kalamazoo County professional firms in recognition of the positive economic impact resulting from contracting with them. This weight is given over and above any score already given for location of the firm as it relates to increased efficiency and effectiveness as a result of the proximity of the firm to the City. It is understood, however, that due to the subjective nature of the qualifications evaluation process, and the number and weight of all criteria used, it is impossible to apply a precise, numerical local preference score to those proposals.

To qualify as a Kalamazoo County professional firm, the business must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office in Kalamazoo County and 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 professional services that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that proposal does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Manager has the authority to make final determination if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County professional firm 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

SECTION III
SCOPE OF WORK & SPECIAL CONDITIONS

1. INTENT

The City of Kalamazoo, Michigan (City) is pre-qualifying potential firms through the submission of documents which verify to the City that the firm meets or exceeds minimum requirements. Those firms who meet or exceed the requirements established in this RFQ shall be placed on a Pre-Qualification List that may be accessed by the City to obtain price quotations for body work repair, collision damage repair and painting on an as-needed basis. Vehicles covered in this RFQ include police vehicles, general fleet vehicles, large heavy-duty trucks, and specialty equipment.

The City of Kalamazoo’s Fleet Division oversees and manages the maintenance and repair programs of the City’s various fleet vehicles, including police vehicles. The Fleet Division maintains and operates a garage located at 415 E. Stockbridge Avenue, Kalamazoo, MI.

The City’s general fleet consists of approximately 250 various automobiles, trucks and equipment and the City’s police fleet consists of approximately 175 various automobiles, trucks and equipment.

This RFQ award will be for a term agreement. The City may purchase the required services as operationally needed and budgeted but is not obligated to purchase any guaranteed amount.

2. SCOPE OF WORK

The City of Kalamazoo Department of Public Services is seeking one or more professional contractors to provide service for auto body repair on an as-needed basis for various City of Kalamazoo cars and trucks. The selected Firm(s) shall provide a full range of services including but not limited to comprehensive body work, collision damage repair, and painting. Specific responsibilities include but are not limited to the following:

Pre-qualified auto body repair vendors must be capable of providing Collision Repair Services for all vehicle makes and model Class 1 through Class 8 (see chart below). Vendors must also possess and maintain a current and valid repair facility license from the State of Michigan (provide a copy with your proposal). Vendor must identify what repairs they are not capable of providing i.e., aluminum bodies or electric vehicles. All parts must be new OEM (Original Equipment Manufacturer) and not “Like Kind and Quality” or used.

- Collision repair - all restorative or replacement procedures that are performed on and affect or potentially affect the structural, life safety, and cosmetic components of a motor vehicle that has been damaged because of a collision including glass.

SCOPE OF WORK (cont.)

US truck class	Duty classification	Weight limit ^{[2][12]}	Examples
Class 1	Light duty	0–6,000 pounds (0–2,722 kg)	Chevrolet Colorado/GMC Canyon , Ford Ranger , Honda Ridgeline FWD^[13] , Jeep Gladiator , Nissan Navara/Frontier , Toyota Tacoma
Class 2a	Light duty	6,001–8,500 pounds (2,722–3,856 kg)	Chevrolet Silverado/GMC Sierra 1500 , Ford F-150 , Honda Ridgeline AWD^{[13][14][15]} , Ram 1500 , Nissan Titan , Toyota Tundra
Class 2b	Light duty	8,501–10,000 pounds (3,856–4,536 kg)	Chevrolet Silverado/GMC Sierra 2500 , Ford F-250 , Nissan Titan XD , Ram 2500^{[13][14][15]} , Tesla Cybertruck^[16]
Class 3	Medium duty	10,001–14,000 pounds (4,536–6,350 kg)	Chevrolet Silverado/GMC Sierra 3500 , Ford F-350 , Ford F-450 (pickup only) , Ram 3500 , Isuzu NPR^[17]
Class 4	Medium duty	14,001–16,000 pounds (6,351–7,257 kg)	Chevrolet Silverado 4500HD/International CV , Ford F-450 (chassis cab only) , Ram 4500^[13] , Isuzu NPR-HD^[17]
Class 5	Medium duty	16,001–19,500 pounds (7,258–8,845 kg)	Chevrolet Silverado 5500HD/International CV , Ford F-550 , Ram 5500 , Isuzu NRR^[17] , Freightliner Business Class M2 106
Class 6	Medium duty	19,501–26,000 pounds (8,846–11,793 kg)	Chevrolet Silverado 6500HD/International CV , Ford F-650 , Freightliner Business Class M2 106 , International MV^[18]
Class 7	Heavy duty	26,001–33,000 pounds (11,794–14,969 kg)	Autocar ACMD^[19] , Freightliner Business Class M2 106 , Ford F-750^[20] , Hino 338 , International MV
Class 8	Heavy duty	33,001–80,000 pounds (14,969–36,287 kg) and above	Volvo Truck VNL ; Freightliner Cascadia , Business Class M2 112 , and EconicSD ; Ford F-750 ; Hino XL8 ; International LT ; Mack Anthem , Granite , Pinnacle , and TerraPro ; Tesla Semi ; Nikola Tre ; Peterbilt 379^[21] ; Spartan ; Ferrara ; KME custom fire apparatus

SCOPE OF WORK (cont.)

Successful bidders shall include in their pricing all the labor specified below, performed according to the provisions of the contract, supplying all materials, supplies, paints and any other necessary services to complete the work. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager. The following is a sample listing of the types of repair services required including, but not limited to, the following repairs and repair practices, and supplying materials as required:

- 2.1. Mask work, or remove all chrome, glass lighting equipment, engine equipment and other engine components or accessories that could be damaged while making repairs to a collision damaged vehicle.
- 2.2. Protect mechanical, hydraulic, or any other such lifting and hoisting devices that could be damaged while making repairs to a collision damaged vehicle.
- 2.3. Make all necessary adjustments. Align doors, trunk decks, hoods, fender or other body components such as hinges, latches etc., that are not damaged, but require such labor to produce a finished job.
- 2.4. Align frame when structural or other damage has affected the alignment of same.
- 2.5. Align all front or rear ends (camber, caster, and toe-in) when collision damage affect these alignments.
- 2.6. Remove and replace all part items furnished by the City (See Section 26.)
- 2.7. Re-apply rust-proofing and undercoating in repaired area, which originally had this type of protection.
- 2.8. Recover seat, armrest, headliner, etc., if so requested by the City.
- 2.9. Repair techniques should be in compliance with the vehicle manufacturer's collision repair recommendations and specifications.
- 2.10. Where applicable, reset and/or repair or restore any active or passive restraint systems such as seat and shoulder harnesses, air bag systems and/or ABS braking systems to fully functional OEM new equipment factory standards.

3. AWARD CRITERIA AND CONTRACTOR SELECTION

The selection of the successful Contractor(s) will be based on a combination of factors that, in the City's opinion, will best serve the City's interest in obtaining the desired service.

Please indicate which service your firm is qualified to provide and include your experience and qualifications in your submittal. The City anticipates selecting one or more contractors for the work.

Contractor must provide a list of references from other clients, cities/local governmental agencies regarding similar assignments and contracts and the contract award amounts.

Location of the office where work will be provided for this project will be a factor in the selection.

Responsiveness to the proposal: All Contractors must clearly state the intent and scope of service(s) that the Contractor intends to deliver and at what cost (cost is to be provided as outlined in Appendix B). The Contractor must list the number of positions and each position's responsibility to project as part of the proposed scope of the proposal. All pages, documents and the information requested herein must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any incoming proposal if material information requested is not furnished or where indirect or incomplete answers or information is provided.

AWARD CRITERIA AND CONTRACTOR SELECTION (cont.)

An interview and presentation may be requested.

This Request for Qualifications is part one of a two-step process. The City will first select firm(s), who, based upon qualifications, the City believes will best be able to provide the required professional services. Those firms will be placed on a pre-qualified list. The second step will be asking firms to submit quotations/proposals for performing the professional services at the time the specific project is initiated.

Selection of the firms to be pre-qualified will be performed by a committee made up of City personnel. Information requested, either in writing or by oral presentation, shall be provided at no additional cost to the City.

4. AVAILABILITY

The pre-qualified firm(s) must provide services and support on an as-needed basis. Response to work requests must be timely and efficient to meet project demands.

5. CONTRACTOR’S RESPONSIBILITIES

Contractor shall schedule all services with, and obtain access permission from, the City’s Project Manager or designated representative of the City prior to beginning any work.

Contractor shall provide all necessary equipment, machinery, tools, supplies, instruments, and personnel to conduct and complete all of the scope of work.

Contractor shall comply with all security measures as directed by the Department of Public Services and their designated representatives.

6. SAFETY/ENVIRONMENTAL PROVISION

Contractor shall be responsible for providing appropriate health and safety equipment and training for their employees so that they can perform the necessary work for the City of Kalamazoo in a safe and efficient manner. Contractor shall use the necessary measures to keep work areas as neat and orderly as possible to maximize safety. Contractor shall be responsible for being in compliance with all appropriate federal, state, and local laws and regulations.

Contractor shall use the necessary measures to prevent the occurrence of adverse environmental impacts (i.e. chemical, fuel and oil spills, etc.) related to their work-related activities.

7. PRICING

A price proposal shall be submitted in a separate sealed envelope marked “**Pricing**”. **The pricing in the sealed envelope shall be the only listed pricing in the proposal.** This price proposal shall only be opened by City personnel after the scoring of other evaluation criteria has been completed. The price proposal must include the information requested in **Appendix B - Pricing**.

8. AVAILABILITY

The contractor needs to provide services and support on an as-needed basis. Response to work requests must be timely and efficient to meet project demands.

9. EVALUATION CRITERIA

Qualifications will be evaluated by City staff based on the responsiveness of the proposal to this RFQ. All proposals will be evaluated using the criteria listed below. Points listed are the maximum amount possible for each category:

- 9.1. Firm’s experience - especially with projects completed for the City of Kalamazoo, State of Michigan, or other local government agencies (20 points)
- 9.2. Staff qualifications and experience (as demonstrated in firm’s experience) (20 points)
- 9.3. Certification and licensing of staff (20 points)
- 9.4. Capacity of firm in terms of number of employees, capability of providing the services requested, and experience (20 points)
- 9.5. Location of firm/staff serving Kalamazoo (20 points)
- 9.6. Overall Cost for relevant services (20 points)

Firms receiving a minimum total evaluation score of 90 points will be accepted to the pre-qualification.

10. PRE-QUALIFICATION PERIOD AND EXTENSIONS

The pre-qualification shall be in effect for a five (5)-year period commencing on, or about, **May 13, 2024** and continuing through **May 31, 2029**. Additional firms may apply to be added to the current pre-qualification period once yearly (beginning one year from the original pre-qualification) by submitting the information and forms requested in this RFQ. Received qualifications will be reviewed and scored by City personnel possessing sufficient knowledge and experience in the pre-qualification area. Those firms meeting the minimum threshold for firms already pre-qualified will be accepted into the pre-qualification.

There will be zero (0) extensions available for this pre-qualification. However, the City may, from time to time, find it necessary to continue this pre-qualification 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 and made in writing, with all provisions of the original pre-qualification, or any extension thereof, remaining in full force and effect.

11. CHANGES AND ADDENDA TO RFQ DOCUMENTS

Each change or addendum issued in relation to this RFQ will be posted on the City’s website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda. In order for a proposal to be responsive, all addenda must be returned (signed by the proposer) with the proposal. If you have already submitted your proposal, acknowledge receipt and acceptance of the addenda by signing in the place provided and returning them to the Purchasing Division, and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

12. NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for benefit of the City of Kalamazoo 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.

13. PROJECT MANAGER

Tom Quigley, Fleet Manager, herein referred to as the Project Manager or his designated representative shall be the City's representative under the contract. The Project Manager shall have general supervisory authority over service provided herein by the Contractor.

14. POST DUE DATE INFORMATION

After review of qualifications, the City may request interviews and further information or clarification in selected areas. Requested information shall be provided by the Contractor either in writing or by oral presentation at no additional cost to the City.

15. CONFIDENTIALITY

In view of the possible confidential nature of some testing required by the City, no information whatsoever may be made to any person, firm, association, partnership, corporation, government subdivision or other legal entity other than the City except for information specifically required as a matter of law.

16. PAYMENT/COMPENSATION

The Contractor shall perform all of the work specified on a project basis and shall bill the City of Kalamazoo for work completed with a fully documented invoice detailing all of the work performed. Payment shall be only for work actually performed for the City as authorized and directed by the Project Manager or a representative of the City designated by the Project Manager.

The Contractor will be reimbursed for all materials that become a permanent or essential part of the project or job. Payment to the Contractor shall be made upon submittal of itemized invoices to the City showing Contractor's direct cost for such materials plus any markup percentage shown by contractor indicated in this request. A copy of all invoices from the Contractor's supplier shall be submitted for reimbursement. The Contractor shall utilize competition when purchasing materials for City projects to optimize dollars spent for quality materials purchased.

17. CONFLICT OF INTEREST

Submitting firms shall notify the City of any potential conflicts of interest in their proposal submittal.

18. RFQ TIMELINE

Following is a detailed schedule of activities that identifies procurement process milestones. Dates provided are subject to change.

RFQ TIMELINE (cont.)

ACTIVITY	DATE
Issue Request for Qualifications (RFQ)	March 14, 2024
Deadline for Written Questions	April 1, 2024 by 3:00 p.m. ET
Response to Questions Posted Online (Addendum)	By April 8, 2024
Qualifications Due	April 16, 2024 at 3:00 p.m. ET
Review and Scoring of Proposals	April 17 – May 1, 2024
Interviews (if Required)	May 6 – 10, 2024
Pre-Qualification Award	May 13, 2024

19. TERMS AND CONDITIONS

The City’s standard Terms and Conditions, which will become a part of the Request for Quote/Proposal, are attached for your information (Section V, Terms and Conditions). It is expected that these terms and conditions will form any contract resulting from this Request for Qualifications process. If any additional terms and conditions are proposed, they shall be submitted with the qualification and will be considered during the selection process.

20. METHOD OF AWARD

Approved bidders will be placed on a Pre-Qualified Bidders List which will be accessed as needed to obtain quotations/proposals. When a need for services under this contract is identified, one or more pre-qualified bidders shall receive notification for a quotation, review the written scope of work regarding the work to be accomplished, inspect the vehicle to be worked on, and offer an itemized price quotation based on their labor rate and the materials to be provided. Awards for work assignments will generally be made to the lowest responsive, responsible bidder through the use of a professional service agreement (see sample in Appendix C) made up of the vendor quote/proposal, the City’s standard agreement document, and the terms and conditions provided in this RFQ (see Section V, Terms and Conditions). The award to one vendor for a specific work assignment does not preclude the remaining pre-qualified vendors from submitting quotations for future services.

21. QUOTATIONS/PROPOSALS

Prices shall be established in accordance with the required scope of work and must be presented as stipulated in a quotation/proposal. Quotations/Proposals must be accompanied by a detailed breakdown including labor hours, labor rate, total labor cost, itemized materials, itemized material cost and total material cost, total repair cost, and vehicle down time. Quotations/Proposals which are submitted with pricing and materials that, compared to other bid responses, clearly do not include the entire scope of work will be considered non-responsive.

22. NOTIFICATION AND SUBMISSION FOR QUOTATION

One or more vendors on the Pre-Qualification Bidders List will be notified via email when a quotation is needed. Vendors are responsible for assuring an updated and active email is on file with the Project Manager. Vendors are responsible to return the completed quotation via reply email to the Project Manager. Quotations must be accompanied by a detailed breakdown including labor hours, labor rate, total labor cost, itemized materials, itemized material cost and total material cost, total repair cost, and vehicle down time. Quotations must be received within the timeline established on the request for quote/proposal. Quotations failing to meet these requirements and timeframes shall be considered non-responsive.

23. INSPECTION OF VEHICLES

Prior to submitting a quotation, it is required that the vendor inspect the vehicle to be worked on to become familiar with the vehicle condition and the materials and labor requirements. The vendor is also advised to examine carefully the required scope of work and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed. No additional allowances will be made because of lack of knowledge of these conditions. Inspections will be performed at the City of Kalamazoo Fleet Maintenance facility at 415 E. Stockbridge Avenue, Kalamazoo, MI (or at a location indicated by the Project Manager). Inspections shall be made Monday through Friday between 8:00 am and 3:00 pm. Inspections may not be made on City Holidays. Any disassembly of the vehicle to be inspected must have prior approval by the Project Manager, or their representative.

24. TIME LIMIT FOR INSPECTIONS, RETURNING QUOTATIONS

Vehicle inspections shall be completed within five (5) business days, excluding City holidays, of notification by the City for quotation. Quotations shall be due within five (5) business days, excluding City holidays, of notification by the City for quotation. Quotation due date and time shall be stipulated on the City request for quotation. The bid due date may be stipulated beyond the five (5) business days if deemed appropriate by the Project Manager and will be documented on the City request for quotation.

25. OEM PARTS

The City requires new OEM body parts be used. The use of other than new OEM parts may be allowed only upon prior approval of the Project Manager. This decision is not the right of the bidder, but that of the City, that the used or aftermarket body parts can be made to match the original contours of the vehicle for fit and alignment.

26. AUTO BODY PARTS SUPPLIED BY THE CITY

The City, at its sole discretion, may furnish parts, either mechanical or body, to be used in the repair of quoted vehicle. Parts to be supplied by the City will be clearly identified at the time of quote. The pre-qualified vendor shall furnish the labor (to be included with quotation) to properly install and finish the items supplied, as well as any other parts, labor, supplies, etc., necessary to produce a finished job. The pre-qualified vendor shall properly dispose of any parts deemed unusable by the City.

27. SPECIALIZED VEHICLES AND EQUIPMENT

The City reserves the right to have collision damage to special vehicles repaired by a vendor other than the pre-qualified vendor, when it is in the best interest of the City.

28. TIMEFRAME FOR COMPLETING WORK AND VEHICLE DOWNTIME

The estimated number of down time days for completing the work must be submitted on the quotation when submitting bids. Bids submitted without an estimated down time may be considered non-responsive. Down time is defined as the time from when the vendor receives a Notice to Proceed from the City to the time the vehicle is repaired and delivered back to the Fleet Maintenance facility at 415 E. Stockbridge Avenue, Kalamazoo, MI. Down time days include weekends and holidays. The City reserves the right to consider the estimated down time submitted in addition to price in the final

TIMEFRAME FOR COMPLETING WORK AND VEHICLE DOWNTIME (cont.)

selection of the award. Vendors repeatedly failing to meet the down time estimates will be provided written notification of such deficiency and will be removed from the pre-qualified bidders list for future infractions.

29. HIDDEN DAMAGES / ADDITIONAL COSTS

- 29.1. The awarded bidder shall notify the Project Manager within forty-eight (48) hours of the notice to proceed of any additional labor, parts cost or down time that may be required to repair previously hidden damages.
- 29.2. The pre-qualified bidder shall not perform or bill for any additional costs until they receive City approval. Should the Project Manager not agree with the bidder's projected charges or down time for hidden repairs, the City at its sole discretion, may remove the vehicle from the bidder's repair facility and have the vehicle re-quoted.

The City's only liability in this occurrence shall be for work already performed. Approved additional costs shall be itemized on an invoice, separate from the original quote, and plainly labeled "hidden damages." Work for "hidden damages" is not authorized until such separate quote labeled "hidden damages" has been approved by the City.

30. PICK-UP AND DELIVERY OF VEHICLES

The awarded bidder is responsible for the safe transport of the vehicle to be repaired to and from the City of Kalamazoo Fleet Maintenance facility at 415 E. Stockbridge Avenue, Kalamazoo, MI to the repair location unless otherwise directed by the Project Manager. Deliveries must be made Monday through Friday, from 8:00 am to 3:00 pm, excluding City holidays.

31. SECURITY

All City vehicles and equipment shall be kept secure and within a locked, fenced yard or indoors while in the possession of the awarded vendor.

32. REPAIR STANDARDS

The quality of the finished work shall be of the best standards of the collision repair industry as to preparation of metals for repair, primer, and paint standards and finished quality of repairs. The successful awarded bidder shall be required to consistently produce the best quality of work using modern facilities, methods, paints and repair techniques performed by individuals knowledgeable and skilled in collision repairs so the repairs conform with the original body alignment and contours as well as matching existing paint textures and colors in a manner consistent with Original Equipment Manufacturer (OEM) work quality. Where collision damage has caused structural damage or frame/chassis misalignment of any nature, the successful bidder shall be required to align the frame using equipment currently used in the industry, with trained personnel, to factory new standard frame/chassis/unibody alignment.

33. WARRANTY REQUIREMENTS

All collision damage repairs or refurbishment work, including paint, shall be guaranteed for one (1) year against cracking, peeling, fading, or not maintaining OEM quality, chipping, rusting fillers coming loose, and other defects in materials or workmanship. Any such repairs, work, paint, or material

WARRANTY REQUIREMENTS (cont.)

becoming defective shall be redone to the City's satisfaction at no charge within five (5) calendar days after the bidder is notified of such deficiency in writing.

If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the City for this work or items.

Refusal of the vendor to honor the guarantee, when requested, shall be considered justifiable grounds for termination of the pre-qualified status of that vendor.

34. QUALIFICATIONS OF FIRMS

All vendors who provide auto body repair and painting and meet the terms and conditions of this solicitation are eligible. Firms shall meet the following minimum qualifications to be eligible to be placed on the Pre-Qualified Bidders List:

- 34.1. Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted services, who can provide pertinent information and who are cognizant of the industry and industry standards.
- 34.2. The office shall be equipped with telephone and internet contact abilities to provide immediate technical support and expedite noticed quotations.
- 34.3. Bidder shall be engaged in the business of providing automotive collision body, paint and repair services and shall be required to have a minimum of three (3) years' experience in vehicle body work repair, collision damage repair, and painting services.
- 34.4. The bidder must have at least one (1) staff member who has ASE body and collision certification.
- 34.5. The bidder must have at least one (1) staff member who has ASE Painting and Refinishing certification.
- 34.6. The bidder shall not have any unresolved performance issues with the City. The bidder's performance as a prime Contractor or Sub-Contractor with previous City contracts shall be taken into consideration at the evaluation of the bidder's submittal for this solicitation.
- 34.7. The bidder shall have a local facility which will allow two (2) standard size vehicles to be worked on completely inside. The facility shall provide security in the form of a fenced, locked lot, or the inside of a secure building for no less than six (6) standard sized vehicles simultaneously.
- 34.8. The bidder must have a computer software program designed exclusively for body shop repair. Hand-written quotations will not be accepted.
- 34.9. The facility must be equipped with frame and uni-body, and front end measuring and alignment equipment, a color matching computer, air bag test equipment, spray booth, proper

QUALIFICATIONS OF FIRMS (cont.)

welding equipment and sandblasting capability and any other necessary equipment to complete standard collision repairs.

- 34.10. The bidder's local repair facility shall be located no more than 100 miles from the City of Kalamazoo Fleet facility at 415 E. Stockbridge Avenue, Kalamazoo, MI.
- 34.11. The City may conduct a pre-award site inspection or hold a pre-award qualification meeting to determine if the bidder is capable of performing the contract if awarded.
- 34.12. The bidder must be able to demonstrate a good record of performance and have sufficient financial resources, facilities, service equipment, employees and organization to ensure they can satisfactorily provide to the City the goods and/or services required herein. The terms "sufficient financial resources, facilities, service equipment, employees and organization" shall additionally be construed to mean a fully equipped and well-established company in line with the best practices used in the industry.
- 34.13. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the bidder, including past performance and the bidder's record of satisfactorily completing prior awards with the City or any other governmental or private entity, in determining competency for award consideration.
- 34.14. The bidder must possess and maintain a current and valid repair facility license from the State of Michigan (provide a copy with your proposal).

35. QUESTIONS

Questions relative to the scope of work may be addressed to Tom Quigley, Fleet Manager at (269) 337-8761 or quigleyt@kalamazoo.org. Questions relative to general submission requirements may be addressed to Craig Hull, Senior Buyer at (269) 337-8444. This does not relieve the proposers, however, from the requirements of Item 3, Page 1.

**SECTION IV
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan 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.

SPECIAL INSURANCE REQUIREMENTS

The selected proposer shall provide insurance coverage as follows:

- A. Garagekeepers legal liability insurance. Garagekeepers liability insurance with limits of liability of not less than \$100,000 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage.

SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, 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 proposals and waive informalities and minor irregularities in proposals received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

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

- B. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

As projects are identified, appropriate City project managers will ask one or more of the pre-qualified firms to complete and submit a Request for Proposal for the actual work to be performed. A separate agreement containing the consultant's proposal, these terms and conditions, and any addenda are the basis for any contract resulting from the pre-qualification process.

3. SUBCONTRACTORS - NON ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm 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 Firm hereby agrees and understands that the contract resulting from this proposal 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.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's 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.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this proposal, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Firm and approval by the department.

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.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm 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 Firm's records, and shall be allowed to interview any of the Firm'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. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of its payees.

10. HOLD HARMLESS

If the negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall 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 Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm'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 Firm 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. INSPECTION OF WORK SITE

Before submitting proposals for their work, the Firm shall be responsible for examining the work site and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently in behalf of the Firm for any negligence on his/her part.

15. CONSTRUCTION PHASE SERVICES - If included in scope of work

The Firm shall make visits to the site at intervals deemed appropriate by the Firm for the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in compliance with the contract documents. The Firm shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Firm shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incidental to the work of contractor(s); however, the Firm shall determine if the work is in compliance with the contract documents. During such site visits, and on the basis of on-site observations, the Firm shall keep the City informed of the progress of the work and shall inform the City of known material defects and deficiencies in such work.

CONSTRUCTION PHASE SERVICES (cont.)

Based on the Firm's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, determine the amount(s) owing to the contractor(s) and recommend, in writing, payments to contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review that the work has progressed to the point indicated, that to the best of the Firm's knowledge, information and belief, the quality of such work is in compliance with the contract documents (subject to the evaluation of such work as a functioning project upon substantial completion, the results of any subsequent tests called for in the contract documents, and to any qualifications stated in its recommendation); but by recommending any payment, the Firm will not be thereby deemed to have represented that it has made an examination to ascertain how, or for what purpose, any contractor has used the monies paid on account of the contract price, or that title to any of the work, materials, or equipment has passed the City free and clear of any lien, claims, security interests or encumbrances, or that contractor(s) have completed their work exactly in accordance with the contract documents.

The Firm shall conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents, and if each contractor has fulfilled all of his obligations thereunder so that the Firm may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed) but any such recommendation and notice shall be subject to the limitations expressed in this section.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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.

**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES**

APPENDIX B - PRICING

**(TO BE SUBMITTED WITH YOUR QUALIFICATIONS IN A SEALED
ENVELOPE MARKED "PRICING")**

Auto Body Repair Pre-Qualification

Bid Reference #: 92819-001.0

PRICING

GROUP 1 - CARS AND LIGHT DUTY TRUCKS		
Labor Rate (to include bodywork, frame straighten, detailing and shop materials)	Hourly	\$ _____
Paint and Materials (to include paint, clear coast, detailing, all paint)	Hourly	\$ _____
GROUP 2 - MEDIUM TRUCKS		
Labor Rate (to include bodywork, frame straighten, detailing and shop materials)	Hourly	\$ _____
Paint and Materials (to include paint, clear coast, detailing, all paint)	Hourly	\$ _____
GROUP 3 - HEAVY TRUCKS		
Labor Rate (to include bodywork, frame straighten, detailing and shop materials)	Hourly	\$ _____
Paint and Materials (to include paint, clear coast, detailing, all paint)	Hourly	\$ _____
PARTS		
Group 1 - % Discount/Markup of List Price for Parts	-% _____	+ % _____
Group 2 - % Discount/Markup of List Price for Parts	-% _____	+ % _____
Group 3 - % Discount/Markup of List Price for Parts	-% _____	+ % _____
SUBLET REPAIRS		
Markup for any Sublet Repairs	+ % _____	

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's solicitation for pre-qualification as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official addendums prior to this date of submittal.

SIGNATURE _____	Print Name: _____
	Print Title: _____
ADDRESS: _____	
CITY / STATE: _____	ZIP CODE: _____
TELEPHONE # () _____	E-MAIL _____
TOLL FREE # () _____	FAX # () _____

**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES**

APPENDIX C – SAMPLE AGREEMENT

Auto Body Repair Pre-Qualification

Bid Reference #: 92819-001.0



PROFESSIONAL SERVICE AGREEMENT

This Agreement, dated _____, 2024 is between the City of Kalamazoo, a Michigan municipal corporation whose address is 241 West South St., Kalamazoo, MI, 49007-4707 (“City”), and (INSERT VENDOR NAME) whose address is (INSERT VENDOR ADDRESS) (“Firm”).

Recitals:

A. The City has selected the Firm through a qualifications-based selection process to provide professional services as described in the Request for Qualifications, Bid Reference #: 92819-001.0 dated March 15, 2024.

B. The Firm has proposed to provide professional services for the (INSERT PROJECT NAME) as detailed in their proposal letter dated (INSERT PROPOSAL/QUOTE DATE). (Exhibit A)

C. The City further agrees to contract for the work as described in the proposal for a total cost not to exceed \$(INSERT AMOUNT).

D. The Firm further agrees to the attached Terms and Conditions originally provided by the City in the Request for Qualifications for Bid Ref #: 92819-001.0. (Exhibit B)

THEREFORE, the parties agree that the contractor will perform the work described herein and the City will pay for that work. This agreement incorporates by reference the terms and conditions set forth in exhibits A and B attached.

(INSERT VENDOR NAME)

CITY OF KALAMAZOO

Signature

(INSERT APPROVER NAME)
(INSERT APPROVER TITLE)

Name

Title

Date

Date

(PROPOSAL/QUOTE WILL BE INSERTED HERE AS EXHIBIT A)

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, 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 proposals and waive informalities and minor irregularities in proposals received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

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

- B. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

As projects are identified, appropriate City project managers will ask one or more of the pre-qualified firms to complete and submit a Request for Proposal for the actual work to be performed. A separate agreement containing the consultant's proposal, these terms and conditions, and any addenda are the basis for any contract resulting from the pre-qualification process.

3. SUBCONTRACTORS - NON ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm 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 Firm hereby agrees and understands that the contract resulting from this proposal 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.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's 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.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this proposal, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Firm and approval by the department.

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.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm 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 Firm's records, and shall be allowed to interview any of the Firm'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. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of its payees.

10. **HOLD HARMLESS**

If the negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall 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 Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm'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 Firm 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. INSPECTION OF WORK SITE

Before submitting proposals for their work, the Firm shall be responsible for examining the work site and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently in behalf of the Firm for any negligence on his/her part.

15. CONSTRUCTION PHASE SERVICES - If included in scope of work

The Firm shall make visits to the site at intervals deemed appropriate by the Firm for the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in compliance with the contract documents. The Firm shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Firm shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incidental to the work of contractor(s); however, the Firm shall determine if the work is in compliance with the contract documents. During such site visits, and on the basis of on-site observations, the Firm shall keep the City informed of the progress of the work and shall inform the City of known material defects and deficiencies in such work.

CONSTRUCTION PHASE SERVICES (cont.)

Based on the Firm's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, determine the amount(s) owing to the contractor(s) and recommend, in writing, payments to contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review that the work has progressed to the point indicated, that to the best of the Firm's knowledge, information and belief, the quality of such work is in compliance with the contract documents (subject to the evaluation of such work as a functioning project upon substantial completion, the results of any subsequent tests called for in the contract documents, and to any qualifications stated in its recommendation); but by recommending any payment, the Firm will not be thereby deemed to have represented that it has made an examination to ascertain how, or for what purpose, any contractor has used the monies paid on account of the contract price, or that title to any of the work, materials, or equipment has passed the City free and clear of any lien, claims, security interests or encumbrances, or that contractor(s) have completed their work exactly in accordance with the contract documents.

The Firm shall conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents, and if each contractor has fulfilled all of his obligations thereunder so that the Firm may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed) but any such recommendation and notice shall be subject to the limitations expressed in this section.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.