



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

REQUEST FOR QUOTE
THIS IS NOT AN ORDER

PROJECT: Background Investigation & Drug Testing Services

QUOTE REFERENCE NO: 95239-001.0

DEPARTMENT CONTACT: Shelly Dusek, Human Resources Director, at (269)337-8848, or
duseks@kalamazoo.org

DEPT: Human Resources

ISSUE DATE: April 10, 2024

QUOTE RETURN DATE: May 8, 2024, by end of business day (4:30 p.m.)

SUBMITTAL INSTRUCTIONS: Return on or before date above. Mark envelope – Quotation –
Background Investigation & Drug Testing Services and due date. This quote may also be faxed to (269)
337-8500 or emailed to cokpurchasing@kalamazoo.org.

STATEMENT OF NO QUOTE

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

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

REMARKS:

SIGNED: NAME: (Type or Print)

TITLE: DATE:

FIRM NAME: (If any)

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

PHONE: FAX:

EMAIL:

**SUBMITTAL INSTRUCTIONS FOR QUOTES**

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.
2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Request for Quote form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The quote shall be legally signed, and the complete address of the bidder given thereon.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Quote and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the quote by attachment, or by letter or fax received on or before the due date.
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 by a bidder or authorized representative by written request, but only if the withdrawal is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least ninety (90) days after due date.
6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
7. **INFORMAL COMPETITION**-The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The City will consider all quotes and make the purchasing decision most advantageous to the City and its interests.

**QUOTE FORM**

The undersigned having become familiar with and understanding the contract requirements incorporated herein, agrees to provide landscaping supplies as specified herein meeting or exceeding the specifications and requirements provided. This contract shall be in effect for a one (1) year period, commencing on or about **June 1, 2024, through May 31, 2025**, as specified herein for the total fees as stipulated below:

ITEM	Cost Per Employee
Employee Background Check	
Employee Drug Testing	

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

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

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

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

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

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

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

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

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

**REFERENCE QUESTIONNAIRE**

Please answer the following questions completely.

1. Firm name: \_\_\_\_\_
2. Established: Year \_\_\_\_\_ Number of Employees: \_\_\_\_\_
3. Type of organization:
  - a. Individual: \_\_\_\_\_
  - b. Partnership: \_\_\_\_\_
  - c. Corporation: \_\_\_\_\_
  - d. Other: \_\_\_\_\_
4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_
5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
  - 5.1 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
(Type or print)

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

**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 bidder’s employment application form**

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

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

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

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 quote 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 proposal document.

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

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

FIRM NAME: \_\_\_\_\_  
(If any)

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

PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

## **GENERAL REQUIREMENTS AND SPECIFICATIONS**

### **1. SCOPE**

The City of Kalamazoo conducts background investigations on non-Public Safety candidates for various positions which include verifications. The City would like to expand this function to include verifications of any or all of the following:

- Education
- Training, certifications, or license
- Driving record
- Military service
- Employment history
- Criminal History
- Credit History
- Sex offender

To provide assistance to the City and to expand the City's current function in performing thorough, accurate, secure, efficient and timely pre-employment screenings – and ensure quality candidates are hired into public service – the City seeks a qualified Contractor currently providing background-verification and drug-testing services. By leveraging the services of a highly competent provider, the City can ensure consistency across its hiring practices and reduce the workload resulting from its existing labor-intensive procedures.

### **2. REQUIREMENTS**

The intent of this Invitation for Bid and resulting contract is to obtain the services of a firm specializing in conducting candidate Background Checks and facilitating pre-employment Drug Testing. The City of Kalamazoo estimates that it will need approximately 87 background verifications and drug testing procedures conducted on an annual basis.

Only those bidders who provide documentation in their bid satisfying the following criteria will be considered for further evaluation. Failure to include any of the required documentation may be cause for the bid to be deemed non-responsive and rejected.

- 2.1 Bidders must demonstrate they have been in business providing similar services for at least the last three years.
- 2.2 The City of Kalamazoo is estimating that the successful bidder will be performing approximately 87 background investigations and drug testing procedures on an annual basis. There are certain peak times during the year that the successful bidder will need to be able to process a minimum of 20 applicants per week. Bidder must demonstrate that they can meet this demand.
- 2.3 The successful bidder must demonstrate they have the ability to provide international verifications for employment, education, and other available information related to background verifications.
- 2.4 The successful bidder will be required to provide summary invoicing with detailed cost descriptions for the City of Kalamazoo Human Resources (HR) Department. **Each bidder shall provide sample invoice with Bid Response.**
- 2.5 Bidder shall provide a sample candidate summary file. The City HR Department designated personnel shall have access either in-person or electronically to the candidate information. Please describe how access will occur.



2.6 Bidder shall be required to provide the following data elements on each background verification:

- Biographical data / Identity
- Residence History
- Employment History
- Education
- Driving record
- Military data
- Related professional certifications and licenses
- Conviction history/status (including sex-offender status)
- Controlled Dangerous Substance abuses
- Includes international verification, when needed

### 3. SPECIFICATIONS

All bids must be made on the basis of either meeting or exceeding the following requirements for applicant background investigation and screening. All bidders must be able to provide:

A comprehensive file and detailed report summarizing all findings and reports of each applicant's background and eligibility based on the City's hiring standards to include:

- 3.1 Out-of-state background investigations.
- 3.2 Employment Verifications which shall include dates of employment, job title, salary, and reason for leaving. Contractor must coordinate with the City to provide a minimum verification of two (2) previous employers and an option for additional employment checks when necessary due to short-term employments or inconsistent history (seven (7) years and past two (2) employers, telephonic interviews).
- 3.3 Professional references verification (up to three (3) sources, telephonic interview). **Bidder must turn in sample reference check questions that are normally used.** The City will work with the winning bidder to finalize the list of questions to be asked prior to reference checks being performed.
- 3.4 Personal references verification shall be performed by a telephone interview (up to three (3) resources). **Bidder must turn in sample reference check questions that are normally used.** The City will work with the winning bidder to finalize the list of questions to be asked prior to reference checks being performed.
- 3.5 Military Verifications shall include dates of service, branch of military, rank, discharge status, and related information. Comprehensive review of applicant's military record to include type of discharge, disciplinary record, contact with Provost Marshal or military police at assigned bases regarding any records.
- 3.6 Credit report.

## Background Investigation &amp; Drug Testing Services

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- 3.7 Social Security Number - (SSN) Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced, or previous names; other names associated with that SSN, current and former address(es) associated with that SSN, and date of birth. Social Security trace shall be ordered up to five (5) names in the State of Residence. For addresses outside of Virginia on the social security trace within the past seven (7) years, the Contractor shall order the US Criminal Records Indicator Search. **PLEASE DESCRIBE THE PROCESS THAT YOUR COMPANY USES AND IF YOU SEARCH FOR SSN # VALIDATIONS AND DEATH MASTER INDEX VALIDATIONS.**
- 3.8 Federal Criminal Records Search – conducted through the Federal District Court and shall include any charges of federal offenses such as bank robbery, embezzlement, tax evasion, mail fraud, or crimes occurring across State lines.
- 3.9 Civil suits and judgments (federal, state, and current City of residence).
- 3.10 Employment eligibility verification (SSA/INS).
- 3.11 FinCEN (Financial Crimes Enforcement Network) record.
- 3.12 Multi-State Sexual Offenders' Registry - search for registration as a sexual offender as required by law for convictions of sexual offenses, rape, child sexual abuse, sexual predator, and other related or attempted crimes as established by law.
- 3.13 Statewide Criminal Records Search – search for felony and/or misdemeanor convictions on the State of Residence database usually from state law enforcement of the Administrative Office of the Courts or State Police Record Database. Search shall include up to five (5) other names in the state where the search is being conducted.
- 3.14 US Criminal Records – information from the Department of Public Safety, Department of Corrections, Administrative Office of the Courts, Bureaus of Criminal Apprehension, and/or the Department of Criminal Justice at a minimum.
- 3.15 City Criminals Records Search – to provide felony and/or misdemeanor arrests/convictions located at the City level of the state in which the charge was brought and tried. Examples are criminal records such as theft, assault, and robbery.
- 3.16 Motor Vehicle Driving History (all states in which applicant held an operator's/driver's license).
- 3.17 Parole and Probation Record.
- 3.18 OFAC history/record (Terrorism database).

Miscellaneous Fees: additional fees shall be spelled out in detail. Miscellaneous fees shall only be fees incurred by the Contractor in obtaining the above searches/reports. No additional costs may be added, and the Contractor may be required to provide documentation of the incurred fees and where they originate.

The results of a background verification of a candidate shall be completed and submitted electronically/via internet to the City ideally within five (5) days.

If the City requires further background investigation of an applicant, the additional time and cost, if applicable, shall be provided to the City when the request is made.

**Background Investigation & Drug Testing Services**

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Reporting tools shall be user-friendly and shall provide download capability into spreadsheets or simple databases for easy data retrieval. Microsoft-based products such as Word, Excel and Access are preferred by the City.

Reporting requirements:

Results and status of investigations on an individual and on candidate groups shall be available within seven (7) calendar days of the City’s initial filing of information with the Contractor. Reports required as well as any other documents, materials, or information related to the Services shall be considered the property of the City, and no use of the reports, documents, materials, or information shall be made without the prior written consent of the City.

The Contractor represents and warrants that:

- A. The performance of the Services required by this Contract shall not infringe on or violate the rights of any third party.
- B. It shall perform, and shall cause any of its subcontractors to perform, the Services contemplated herein in accordance with the City’s standards.
- C. It shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services, including, without limitation, the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*) (as amended by the Fair and Accurate Credit Transaction Act) (“FCRA”), the Gramm-Leach- Bliley Act (15 U.S.C. § 6801 *et seq.*) (“GLB”), the Federal Drivers Privacy Protection Act (18 U.S.C. §2721 *et seq.*)(“DPPA”), Title VII of the Civil Rights Act of 1991, and the Fair Labor Standards Act.

In accordance with the FCRA, the City warrants to the Contractor that it shall not request or procure any background verification service for employment purposes unless, on each occasion:

- A. The City has provided the candidate a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a candidate and/or investigative candidate report (as defined by the FCRA) may be obtained for employment purposes, and if an investigative report is requested, the candidate has the right to request disclosure of the nature and scope of the investigation; and
- B. The City has obtained a written authorization from the candidate specifically authorizing the procurement of a candidate and/or investigative candidate report by the City.

Contractor must have obtained restrictive licenses or security clearance to permit the collection of verification information for other governmental jurisdictions in the past. References to confirm this verification shall be provided by the Contractor.

The Contractor must be willing and able to provide service to the City to resolve conflicts and/or answer questions raised by individuals regarding the information identified by the company in a background check. Specifically, the Contractor may be required on occasion to communicate directly with an individual not employed by the City regarding the information the company supplied about that individual. The Contractor must provide this service on an as-needed basis and must identify if there shall be a fee for such service above and beyond the fees already identified elsewhere in the Contract.

**4. CONTRACT PERIOD/RENEWALS**

The contract resulting from this solicitation shall be in effect for a one (1) year period commencing on date of execution by the City and expiring one (1) year thereafter with an option to renew for four (4) additional 1-year periods upon mutual agreement of both parties.

**5. AWARD CRITERIA**

All the following factors will be considered in evaluating bids received:

- Responsiveness to Invitation for Bid specifications and requirements
- Cost
- Qualifications of firm
- References

**6. REFERENCES**

Respondent shall submit three references that verify the qualifications and experience requirements and illustrate respondent's ability to provide the services outlined in the specification.

References shall include firm name, point-of-contact, telephone number, and dates services were completed within the past 24 months. Should the City of Kalamazoo be unable to verify qualifications and/or experience requirements from said references, or if negative responses are received, this may result in disqualification of response. City of Kalamazoo will be the sole judge of reference responses.

**7. QUESTIONS**

Questions relative to the terms and conditions and bidding procedures may be addressed to Nicole Kling, Buyer, at (269) 337-8746, or [klingn@kalamazoo.org](mailto:klingn@kalamazoo.org). Questions relative to the specifications may be addressed to Shelly Dusek, Human Resources Director at (269) 337-8848, or [duseks@kalamazoo.org](mailto:duseks@kalamazoo.org). This does not relieve bidders, however, from Page 1, Item 3.

**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

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

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

B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

- 1) No bids received;
- 2) A single bid being received; or
- 3) Prices quoted are over budget and/or unreasonable.

**2. COMPLETE CONTRACT**

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

**3. SUBCONTRACTORS - NON ASSIGNMENT**

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

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

**4. TAXES**

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

**5. PAYMENTS**

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Submitted invoices must include the list of location(s) guarded and the date(s) of service. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

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

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

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

**7. LAWS, ORDINANCES AND REGULATIONS**

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

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

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

**8. RIGHT TO AUDIT**

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

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

**9. HOLD HARMLESS**

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

**10. DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

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

F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

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

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

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

**11. INDEPENDENT CONTRACTOR**

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

**12. PROJECT SUPERVISOR**

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

**13. MEETINGS**

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

**14. INSPECTION OF WORK SITE**

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

**15. TERMINATION OF CONTRACT**

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

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

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
3. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
4. Reasonable expenses directly attributable to termination.

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

**16. CONTRACT PERIOD, EXTENSIONS, CANCELLATION**

- A. The contract shall be in effect for a one (1) year period.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 10, DEFAULT).



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

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, 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.