



**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](http://www.kalamazoocity.org)

### **INVITATION FOR BID (IFB)**

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

**Project Name: Auction Services**

**Bid Reference #: 96209-008.0**

**IFB ISSUE DATE: December 18, 2024**

**BID DUE/OPENING DATE: January 15, 2025 @ 3:00 p.m. Local Time**  
*Facsimile Bids Will Not Be Accepted*

#### **MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**  
Purchasing Division  
241 W. South Street

**Questions about this IFB should be directed to:**  
Michelle Emig, Purchasing Division Manager  
at (269) 337-8445, or [emigm@kalamazoocity.org](mailto:emigm@kalamazoocity.org)

Kalamazoo, MI 49007

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

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

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

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**STATEMENT OF NO BID**

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

## SECTION I - INSTRUCTIONS TO BIDDERS

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

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

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 10 business days before the bid opening** and with sufficient time allowed for a reply to reach all prospective Bidders before the submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective Bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed Bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least one hundred twenty (120) days after bid opening.
6. **ALTERNATE BIDS**-Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
9. **BID SUBMITTAL**- Bidders can submit sealed bids in one of the following ways:

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

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

9.2. **Deliver your bid to City Hall In-Person** before the bid due date and time indicated in the IFB document.

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



1. Open drop box located at City Hall.

2. Insert SEALED BID here.



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



**BIDDER QUESTIONNAIRE**

Please answer the following questions completely. Submit answers on this form and attach any additional information (brochures, illustrations, etc.) that may be used in determining qualifications.

1. Firm name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Established: Year \_\_\_\_\_ State \_\_\_\_\_

4. Type of organization:

- a. Individual: \_\_\_\_\_
- b. Partnership: \_\_\_\_\_
- c. Corporation: \_\_\_\_\_
- d. Other: \_\_\_\_\_

5. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_

6. Is your firm set up to provide a computerized auction tabulation sheet? YES \_\_\_\_\_ NO \_\_\_\_\_

7. How many clients does your company serve (customer base) with the type of service described?  
Number of clients: \_\_\_\_\_

8. What was your company's size in annual sales in 2018 \$ \_\_\_\_\_

9. Total personnel of firm:

- a. Auctioneers: \_\_\_\_\_
- b. Non-professional: \_\_\_\_\_

NAME	YEARS EXPERIENCE	QUALIFICATIONS
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. How many security personnel onsite? \_\_\_\_\_

NAME	# YEARS IN FIRM	EXPERIENCE
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BIDDER QUESTIONNAIRE (Cont.)**

11. How many clerks/cashiers? \_\_\_\_\_

NAME	# YEARS IN FIRM	EXPERIENCE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. Other staff and their responsibility with the auction:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List government auctions managed over the last three (3) years.

OWNER	CONTACT PERSON/PHONE #	TYPE OF AUCTION
_____	_____	_____
_____	_____	_____

14. Describe how you would handle the on-line auction process for this project and include any special qualifications you bring to conduct efficient auctions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. State address of site/warehouse where auctions may be held: (On-Line Auction)

\_\_\_\_\_

16. Describe how you would handle vehicle and heavy equipment auctions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Is your firm a licensed firearms dealer? YES \_\_\_\_\_ NO \_\_\_\_\_

18. Does your firm charge a buyer's premium? YES \_\_\_\_\_ NO \_\_\_\_\_

**BIDDER QUESTIONNAIRE (Cont.)**

19. Describe the responsibilities and expectations, if any, of the City before, during and after the sale.

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COMPANY NAME: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
Type or Print

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

COMPANY NAME: \_\_\_\_\_

**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 bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

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

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

I hereby state that I have read, understand, and agree to be bound by all terms and conditions of this bid document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_

(Type or Print)

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

FIRM NAME: \_\_\_\_\_

(If any)

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

(Street address)

(City)

(State)

(Zip)

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

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

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

**SECTION III  
SCOPE OF WORK & GENERAL REQUIREMENTS**

**1. SCOPE**

It is the intent of this contract to secure auctioneering services for the City of Kalamazoo and extendable services to other governmental units in the Kalamazoo area. The auctioneering services for the other governmental units shall be treated as separate contracts. The auctioneering services shall be performed as outlined herein. The auctioneer shall provide all equipment, supplies and labor that will be necessary to complete the required service to run an efficient and service-oriented auction. The auctions are to be held at the auctioneer's site, and the contractor shall include in their pricing all labor, moving equipment, transportation and services needed to take auction items to auctioneer's site. If interim storage is necessary until the sale date, this service shall be provided at no additional cost.

**2. AUCTIONEER'S RESPONSIBILITY AND PERFORMANCE**

Bids will be considered only from responsible auctioneers now or recently engaged in the performance of auctioneering services comparable to those described herein. In order to determine the bidder's qualification, each bidder shall furnish a narrative statement with their bid listing comparable auctions which they have performed; a general history and operation of their organization; and experience. Each bidder may also be required to furnish a statement of their financial resources; show that they have the ability to maintain a staff of regular employees, adequate and suitable to insure continuous performance of the contract. If any part of the work is to be subcontracted, contractor should include a list of subcontractors including firm name, address, contact person, a complete description of work to be subcontracted and descriptive information concerning the subcontractors.

**2.1 Auctioneer's Employees**

The auctioneer shall supply competent help and a fully trained full-time supervisor at each auction. The supervisor shall be authorized to make policy decisions. His/her qualifications, availability and scope of authority shall be satisfactory to the City. Any inability by the auctioneer to maintain a regular and consistent work force, including supervision, may result in default of contract.

**2.2 Supervision**

It is the policy of the City that the City shall not directly or indirectly exercise supervision or direction of auctioneer's employees. The auctioneer or direct representative shall be available at all times during set-up and while the auction is in progress to receive instructions from the Auction Coordinators or designated representatives.

The auctioneer or representative shall be available at other auction or non-auction times for telephone or personal consultation related to this contract when desired by the City.

**2.3 Close of Auction**

The auctioneer shall at the conclusion of the auction gather all non-sale items into one central location. The auctioneer shall make the auction coordinator aware of such items. If removal or disposal is need, the auctioneer will be responsible for the removal or disposal of said items.

**3. AUCTION COORDINATOR**

The City's Purchasing Division shall have general supervisory authority over the joint public auction and the auctioneer. In addition, each governmental unit may designate an Auction Coordinator.

#### 4. AUCTION FREQUENCY

A minimum of one (1) auction per year with the option of a second auction as specified herein.

The City is not obligated to assure the frequency or number of auctions to be conducted, volume of material annually or in one sale, neither a minimum or maximum monetary proceeds either annually or in one sale.

#### 5. RIGHT OF DISPOSAL

It is not the intent of this contract to provide exclusive rights to the auctioneer to dispose of any and all surplus property at public auctions. All governmental units reserve the right to withhold any surplus property from public auctions and dispose of same in any manner they deem to be in their best interest.

#### 6. TYPES OF PROPERTY SOLD AT AUCTIONS

A wide variety of surplus, unclaimed lost and found property is sold at public auctions. Property is grouped into two (2) classifications: (A) vehicles and heavy equipment and (B) general merchandise.

6.1 Vehicles and heavy equipment includes all titled vehicles and trailers (except mopeds and motorbikes under 100 cc engine displacement), farm and industrial tractors and equipment, trailer mounted compressors and generators, and on and off the road construction equipment.

6.2 General merchandise includes all lost and found unclaimed property such as bicycles, mopeds, jewelry, clothing, televisions and other electronics; surplus property such as desks, calculators, chairs, personal computers, small pumps, motors and generators, hand tools, lawn mowers (riding and push) and many miscellaneous articles too numerous to list.

**ONLY GOVERNMENTAL SURPLUS, UNCLAIMED LOST AND FOUND PROPERTY MAY BE SOLD AT THE AUCTION UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY'S AUCTION COORDINATOR OR DESIGNEE.**

**NO ITEM(S) SHALL BE REMOVED BY THE AUCTIONEER'S STAFF UNLESS PERSONALLY PAID FOR AFTER BEING AUCTIONED.**

#### 7. ESTIMATED PERSONNEL

The selected auctioneer shall provide all services and all labor necessary to conduct the sales including, but not limited to: clerks, cashiers, floor help, security and vehicle drivers to set-up and organize the auction and to conduct each auction in an efficient, professional manner.

#### 8. SET-UP, TAGGING, AND PICKUP OF AUCTION ITEMS

All property to be sold by governmental units will be picked up by Auctioneer and then taken to the auction site by the Auctioneer. **It shall be the auctioneer's responsibility to set-up and make sure all items are in numerical order or as directed.** The governmental units may have an auction coordinator available only in an advisory capacity auction day.

Each participating governmental unit will provide pre-numbered identification tags which shall be attached to each item prior to pick up. The auctioneer shall, however, have incidental supplies for setup and tagging.

**SET-UP, TAGGING, AND PICKUP OF AUCTION ITEMS (Cont.)**

Pick up sites for City of Kalamazoo:

City Hall, 241 W. South Street  
 Crosstown – Public Safety, 150 E. Crosstown Parkway  
 Development Center – 245 N Rose St  
 Recreation Division – 251 Mills Street  
 Water Division, 415 Stockbridge  
 Wastewater Division, 1415 Harrison  
 KVET, 150 E. Crosstown Parkway  
 Public Safety Training, 601 N. Park Street

**9. AUCTION LISTING OF PROPERTY**

Three (3) weeks prior to the scheduled auction date the City or the participating unit shall provide to the auctioneer an itemized listing of all property to be auctioned. All items will have been assigned a department. The auctioneer shall conduct the auction using the department numbers as provided. The auctioneer shall assign the create and assign lot numbers.

**10. AUCTIONEER'S FEES AND EXPENSES****10.1 Fees**

Bidders shall state their fees on the Bid and Award page which shall be based on a percentage of the gross sales of: (1) Vehicles and Heavy Equipment and (2) General Merchandise. Said fees will be paid to the auctioneer based on a percentage of the gross sales **EXCLUDING SALES TAX**. Bidders shall also state if they charge a buyer's premium.

**10.2 Expenses**

The auctioneer is responsible for all advertising costs.

**10.3 Other Expenses**

All other expenses incurred by the auctioneer including, but not limited to pick up of items, labor, materials, equipment, travel, hand bills (or other forms of personalized advertising) and any special mailings shall be borne by the auctioneer.

**11. ADVERTISING**

The successful auctioneer shall be responsible for all advertising, including mailings and brochures, for a successful auction as follows:

11.1 The auctioneer shall write all advertisements stating a brief description and quantity of items listed in the auction listing. All advertisements shall be approved by the City's Auction Coordinator or designee and a copy of same forwarded to the participating unit for its record.

11.2. All advertising shall list the governmental units as owners; shall refer to "UNCLAIMED - LOST AND FOUND" articles with a brief description of same; **and shall include the following terms:**

11.2.1 All items are sold "as is" and "where is".

11.2.2 All sales are final. No refunds of any kind will be made.

11.2.3 All items are subject to the State of Michigan sales tax, or a sales tax license number shall be provided at the time of registration.

**ADVERTISING (Cont.)**

- 11.2.4 All items shall be paid for IN FULL prior to leaving the auction site.
- 11.2.5 All items shall be removed from the auction site by the end of the auction or special arrangements shall be made between the buyer and owner of the building.
- 11.2.6 Cash or checks from adults with Michigan I.D. (driver's license) will be accepted. Checks must be made out to the auctioneer. Out of state checks may be accepted and subject to the auctioneer's payment policy.
- 11.2.7 All governmental units individually reserve the right to accept or reject any and all bids, and to delete items from the auction listing and assume no responsibility for accidents or injuries to persons in attendance, nor any item(s) once sold.
- 11.2.8 Being a public auction, all governmental employees may bid and purchase items at the auction.

**12. BUYER REGISTRATION**

All buyers shall be registered by the auctioneer. The register shall include the buyer's number, the person's full name, address, telephone number, driver's license number and sales tax license number, if applicable. A copy of this list shall be provided to each governmental unit with a copy of the checks and sales records after the auction.

**13. RECORD OF SALE**

The auctioneer shall record the sale of each article by means of a sales receipt which shall include the buyer's name and bid number, a description of the article, lot number and the amount of the sale. Each purchaser shall receive a copy of the sales receipt.

**14. AUCTION CLOSEOUT AND ACCOUNTING**

14.1 No later than ten (10) working days following the day of the auction (Sundays and holidays excluded), the auctioneer shall deposit with each governmental unit participating in the auction the net receipts collected from the auction sales; a complete buyer's registration list; a copy of each sales receipt and an itemized invoice for the auctioneer's services covering auctioneer's fees, reimbursable expenses and sales tax collected.

**14.2 Cash Receipts:**

Checks from buyers are to be made out and payable to the auctioneer, and along with all cash receipts be deposited by the auctioneer in the auctioneer's account. Payment shall be made to each governmental unit by check drawing from auctioneer's account.

**Special Note:** The auctioneer shall not accept a personal check from any individual(s) who is known to have written a bad check. Should such individuals become known by the City, the auctioneer will be notified in writing by the City's Auction Coordinator or designee. In the event of any non-sufficient funds (NSF) checks, charges or time payments between the auctioneer and buyer(s), loss or recovery of all monies shall be borne by and become the responsibility of the auctioneer.

**14.3 Sales Tax:**

Auctioneer will be responsible for payment of sales tax monies to the State of Michigan.

14.4 Auctioneer's Invoice:

The auctioneer's invoice shall be itemized as follows:

- 14.4.1 Gross receipts - general merchandise and fee.
- 14.4.2 Gross receipts - vehicles and heavy equipment and fee.
- 14.4.3 Total gross sales and total fees.
  - 14.5.3.1 General merchandise (total number of items)
  - 14.5.3.2 Vehicles (total number of items)
- 14.4.4 Sales tax collected and on what amount.
- 14.4.5 Reimbursable expenses.
- 14.4.6 Total charges (fees plus expenses).
- 14.4.7 Net gross receipts.

14.5 All reimbursable expenses shall be documented, as well as listed on the invoice, by means of copies of invoices attached to the auctioneer's invoice.

**15. AUCTION TABULATION**

The auction tabulation sheet shall be computerized and provided by the auctioneer to each governmental unit. In the event the auctioneer cannot computerize the tabulation sheet, the auctioneer shall manually tabulate the auction tabulation sheet. The auction tabulation sheet shall include: Seller, (Government Unit and/or Subunit), Auction Number identifying item sold, Description and Sale Price.

**16. AUCTIONEER'S PAYMENT**

The auctioneer may, upon approval of the City's Auction Coordinator or designee, deduct the total charges from the gross sales upon receipt of the auctioneer's invoice for auctioneering services. The invoice shall be subject to verification and approval by the City.

**17. EVALUATION CRITERIA & BASIS OF AWARD**

The evaluation of bids and selection of the successful auctioneer will be based on a combination of factors which, in the City's opinion, will best serve the City's interest in obtaining the desired service. Factors to be considered are, but not limited to:

- Lowest fees as stated on Page One.
- Bidder's references.
- Bidder's organization's history.
- Bidder's training, background, and experience.
- Bidder's employees, their training and background.
- Response to questionnaire and all other information requested herein.
- Location and size of auctioneer's site where auctions may be held.

The City reserves the right to award this bid on an option-by-option basis or to combine the options, whatever is deemed to be in the City's best interest; to reject a bid which contains major deviations from specifications; to accept any or all optional program features offered or to reject a bid for not removing work responsibilities from City staff.

**18. CONTRACT PERIOD, EXTENSIONS, CANCELLATION**

- 18.1 The contract shall be in effect for a basic three (3) year period commencing on the date of execution by the City and expiring on or about December 31, 2028, subject to availability of funds and the following renewal and/or cancellation options. The contractor may be on a one-year probationary period. The City may renew this contract for 2 (1) one-year periods.
- 18.2 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.
- 18.3 All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- 18.4 The City reserves the right to cancel the contract due to non-appropriation of funds by the City within thirty (30) days written notice.
- 18.5 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.
- 18.6 All notices are in affect commencing with the date of mailing. Written notices may be delivered in person or by First Class mail to the last known address.
- 18.7 If cancellation is for default of contract due to non-performance, the contract may be canceled at any time.

**19. QUESTIONS**

Bidders shall address questions regarding the specifications to Michelle Emig, Purchasing Division Manager, at (269) 337-8445, or [emigm@kalamazoocity.org](mailto:emigm@kalamazoocity.org). (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Nicole Kling, Buyer at [klingn@kalamazoocity.org](mailto:klingn@kalamazoocity.org) or (269) 337-8746.

**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 SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

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

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

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

**INDEMNITY AND INSURANCE**  
*Continued*

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

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

**SECTION V  
TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

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

Notification of award will be in writing by the Purchasing Director. 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 Director 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 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 regarding 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**

The amount retained shall be held until final acceptance of the work, receipt of all payrolls, releases, and waiver of liens.

**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 Director. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING DIRECTOR APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

**7. LAWS, ORDINANCES AND REGULATIONS**

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

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

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

**8. RIGHT TO AUDIT**

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

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

**9. HOLD HARMLESS**

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

**10. DEFAULT**

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

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.

**DEFAULT (Cont.)**

- 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.

**11. 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:

- A. 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;
- B. 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;
- C. All documented claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. 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.

**12. 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.

**13. 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.

**14. 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.

**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 individual's 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 with parties employing less than three employees.