



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

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

PROJECT NAME: Mowing & Trimming of KDPS - HQ

QUOTE REFERENCE NO: 98852-072.0

DEPARTMENT CONTACT: Christopher Franks, KDPS at (269) 377-8700

ISSUE DATE: October 25, 2024

QUOTE RETURN DATE: November 12, 2024 @ 4:30 p.m. Local Time (ET)

SUBMITTAL INSTRUCTIONS: Return on or before date above. **Mark envelope – Quotation – Mowing & Trimming of KDPS - HQ and due date.** This quote may also be emailed to:
cokpurchasing@kalamazoocity.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 thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner mowing and trimming of Kalamazoo Department of Public Safety Headquarters, meeting or exceeding the specifications as set forth herein for the prices as stated below.

1. **Kalamazoo Department of Public Safety-Headquarters (150 E. Crosstown Parkway):**

a. Mowing and Trimming: Service include mowing of all grass areas, trimming around trees, all other obstacles and blowing grass clippings off all hard surfaces.

<u>Estimated # of Cycles</u>		<u>Cost per Cycle/Area</u>		<u>Total Price</u>
28	x	\$ _____/cycle	=	\$ _____

b. Mulching: Areas on the ground of 150 E Crosstown with raised beds or areas where mulch is currently applied will require a spring application of acceptable cedar or comparable mulch as approved by the City of Kalamazoo. Mulching service is to include cleanup of previously applied or "worn" mulch.

<u>Estimated # of Cycles</u>		<u>Cost per Cycle/Area</u>		<u>Total Price</u>
1	x	\$ _____/cycle	=	\$ _____

c. Tree / Bush Trimming: Monthly review and trimming as needed to any bushes, shrubs, and / or trees on the grounds of 150 E Crosstown to ensure neat and kept appearance.

<u>Estimated # of Cycles</u>		<u>Cost per Cycle/Area</u>		<u>Total Price</u>
6	x	\$ _____/cycle	=	\$ _____

d. Weed Removal and Prevention: Removal of parking lot and building curtilage weeds on the grounds of 150 E Crosstown as needed or requested by City of Kalamazoo. Appropriate herbicidal applications for weed prevention as needed. Mulched areas are to be kept free of other debris and non-designated plant growth monthly or as requested by the City of Kalamazoo.

<u>Estimated # of Cycles</u>		<u>Cost per Cycle/Area</u>		<u>Total Price</u>
6	x	\$ _____/cycle	=	\$ _____

TOTAL ONE YEAR CONTRACT AMOUNT \$ _____

On the date of service being rendered contact Executive Lieutenant Charles Treppa at 269-337-8126. Communicate or leave a message regarding the date, time, and nature of service cycle being performed.

CITY OF KALAMAZOO REQUEST FOR QUOTATIONS
Mowing & Trimming of KDPS-HQ

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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.**

Provide List of Equipment owned that will be used to perform the duties of this contract:

<u>Make/Model</u>	<u>Year</u>	<u>Quantity</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

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

Addendum No: _____

Dated: _____

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

The City encourages the use of local labor in fulfilling the requirements of this contract.

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 Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above, please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate:

Signature: _____

Date: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidders employment application form

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

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

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

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

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

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

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

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

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(If any)

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

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

GENERAL REQUIREMENTS AND SPECIFICATIONS

1. INTENT

It is the intent of the City of Kalamazoo to hire a contractor to provide mowing and trimming services at Kalamazoo Public Safety Headquarters (150 E. Crosstown Parkway). These specifications apply to those items necessary for and incidental to the execution and completion of mowing and trimming services as indicated herein.

Contractor shall provide all equipment, labor, materials, and incidentals necessary to perform the work as described in these specifications.

2. CONTRACT PERIOD AND RENEWALS

The contract shall be in effect for a one (1) year period commencing on or about **January 1, 2025**, and continuing through **December 31, 2025**.

The City may opt to extend this contract for up to **four (4) additional (1) one-year periods**. Renewals shall be upon mutual agreement of both parties and shall be subject to the availability of funds, need and the renewal and/or cancellation options as specified herein.

3. PRICING

Bid prices shall be firm for the duration of this contract and for any negotiated renewal thereof and shall constitute the only charge to the City.

4. AWARD

This contract will be awarded in accordance with the provisions of the terms and conditions, Page 19, Item 1. In order to be a responsible contractor, that bidder must meet the specifications for staffing, equipment and have a successful contracting record. A reference check will be made, and bidding firms may be requested to attend an interview with City staff prior to award of the contract.

5. SUPERVISION

The Department will designate an individual who will have general authority over the service provided and the authority to reject any items which do not conform to the contract requirements.

6. PROJECT MANAGER'S STATUS

6.1 The KDPS Supervisor or his/her duly authorized representative shall be the City's Project Manager and shall have the duties and responsibilities as provided in the contract.

6.2 The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

6.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Park Supervisor or his/her representative has resolved the error or omission.

7. SITE ACCESS AND SECURITY

Employees of the contract awardee that are to be issued an access badge for Kalamazoo Department of Public Safety Headquarters building will have to complete the Background Authorization Request Form and Confidentiality Agreement. **A copy of the required background check forms is attached for your review. (Exhibit B)**

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

8. GENERAL REQUIREMENTS

- 8.1 All Contractor employees shall be courteous to the public while performing services. They shall follow all industry accepted safety stand (OSHA), and shall always wear appropriate clothing, remaining fully clothed while performing said services. Brightly colored clothing (e.g., orange, florescent green, yellow) is required when mowing near or in traffic areas. The clothing worn by the Contractor employees while mowing and trimming the City's areas may include the Contractor's logo, business name or other business information.
- 8.2 The Contractor shall be responsible for training and educating their employees on safe operation of all equipment and transportation thereof on city streets, parks, and city properties. Equipment used to complete mowing and trimming services shall be rated and operated as specified by industry standards and in good working condition.
- 8.3 Contractor employees shall perform their duties as outlined in these specifications with care and when possible, shall remain at least twenty-five feet (25 ') away from any person.
- 8.4 Contractor shall be responsible for any damage to any City property, including plant material (trees, shrubs, floral, turf, prairies, rain gardens, etc.), mulch areas, or structures (buildings, signs, monuments, transformers, manholes, site furniture, park equipment, etc.) as a result of Contractor's operations. Damage caused by the Contractor's employees and/or equipment shall be immediately reported to the City to determine the extent of the damage and replacement or repair costs to the Contractor. The Contractor shall never weed whip the base of a tree or damage a tree with a lawnmower. Any damage to trees will be inspected by the Project Manager or Parks Supervisor, who will assess costs up to and including the replacement value of the damaged tree. The Project Manager and Parks Supervisor's decisions regarding damage to or the need for replacement of trees is determinative and final. Contractor shall pay the City for replacement or repair costs as determined by the City within 30 days after receipt of an invoice from the City. Failure to remit full payment to the City within this time shall be grounds for the City to terminate this contract.
- 8.5 Damage found to City property, including plant materials, mulch areas, or structures as a result of Contractor operations that have not been reported to the City shall be grounds for the City to immediately terminate this contract.
- 8.6 The Contractor shall furnish all supervision, sufficient labor, materials, equipment, employee safety training, supplies, insurance and other resources to perform mowing and trimming services for each area that is awarded to the Contractor.

GENERAL REQUIREMENTS (*cont.*)

- 8.7 Contractor employees must be of legal work status to be assigned to work in the City's parks or municipal parcels. Contractor shall have and fund a background check performed through Kalamazoo Department of Public Safety on their employees and no Contractor employee on the Sex Offender Registry shall be assigned to work on City Parks covered by this contract. The back ground check documentation shall be provided to the City prior to the employee working on city property.
- 8.8 The Contractor shall not utilize sub-contractor(s) except in emergency situations and when preauthorized in writing by the City. All authorized sub-contractors will meet criteria set forth in these specifications.
- 8.9 All mowing and trimming, when specified, should be performed at the same time and completed in four (4) working days from commencement per location, Monday through Friday. Work may be permitted on Saturday with permission from the City. All mowing and trimming should be performed between 7:00 am and 9:00 p.m. with the exception of areas where mowing and trimming should be performed during non-peak traffic hours. All locations within an area shall be mowed and trimmed within 10 days from commencement to finish a cycle. The Contractor may request in writing extra time to complete a cycle due to inclement weather conditions for approval from the City.
- 8.10 Contractor shall be knowledgeable and use generally accepted best practices of turf care including proper mowing speed to assure a uniform grass height, keeping blades sharp so grass is cut and not shredded, no more than 1/4 to 1/3 of the grass blade is cut in one mowing, and terraces or banks are mowed up and down and not across the slope to avoid scalping.
- 8.11 On the occasion of a special event affecting Contractor's schedule of mowing and trimming services, the City will provide a minimum 24-hour advance notice.
- 8.12 When picnic tables or other park equipment in lawn areas are moved to complete mowing and trimming services they shall be replaced to their original location.
- 8.13 No equipment shall be driven on the turf where there is standing water or after a significant rain. Wet areas should be avoided where mower tires sink into turf and Contractor shall notify City of such regions. Contractor shall repair any ruts in turf caused by their equipment.

9. SCOPE OF WORK TO BE PERFORMED

9.1 Mowing

- 9.1.1 Grass shall be cut when it grows to between 3.5 and 5.0 inches. Desired mowed grass height is 3.0 inches in height depending on time of the season and weather conditions, as determined by the City. Grass shall never get longer than five inches (5") unless due to weather circumstances beyond the control of Contractor.
- 9.1.2 Multiple passes on a section may be required to keep from leaving unsightly clumps of grass. Clippings should be blown away from sidewalks and parking lots towards turf areas where possible and not towards traffic or play areas after mowing completion.

SCOPE OF WORK TO BE PERFORMED (*cont.*)

- 9.1.3 See (**Exhibit A**) for the City of Kalamazoo "Lawn Care Guidelines for Parks, Greenspaces, and Along Waterways". Contractor shall abide by these guidelines and failure to do so will result in termination of contract.

9.2 Trimming

Areas where grass cannot be mowed safely with a mower will be trimmed with every mowing cycle.

9.3 Trash removal

- 9.3.1 Trash shall be picked up from turf, parking lots, sidewalks, and along fence lines by the Contractor employees prior to every mowing cycle. Trash shall be defined as paper, cans, bottles, string trimmer line, limbs greater than 2" inch in diameter and/or other discarded debris or materials. No trash should be mowed over or visible after mowing is performed. Contractor should be aware that trash may be extensive in certain areas. Any materials mowed over and scattered in the mowed area shall be immediately picked-up by the Contractor employees.
- 9.3.2 Trash can be disposed of in City of Kalamazoo dumpsters if on site or park trash receptacles. Only trash picked up from city properties shall be disposed in this manner. **The contractor shall never place branches, leaves or other natural "trash" into City trash cans or dumpsters.** The Contractor is responsible for removing these items and disposing them offsite.
- 9.3.3 Large items such as refrigerators, sofas, tires, or other considered illegal dumping items on city property shall be brought to the City's attention immediately. Contractor is not responsible for hauling these items away.

9.4 Leaf Mulching

After the majority of the leaves have fallen from the trees, the City will coordinate the mulching work. Contractor shall raise the height of the decks on mowers, install mulching blades and a screen to the chute. Because of the nature of mulching leaves, it is required only at certain city property locations. This work shall be bid based on an hourly rate for said service and will be at the discretion of the City.

9.5 Cycles

The number of cycles for each area is estimated, the actual number of cycles shall be determined by the City and the contractor paid for the work performed per location.

9.6 Mulching

Areas on the ground of 150 E Crosstown with raised beds will require a spring application of acceptable cedar or comparable mulch as approved by the City of Kalamazoo. Mulched areas are to be kept free of other debris and non-designated plant growth monthly or as requested by the City of Kalamazoo. Mulching service is to include a fall clean up to trim and remove any additional growth prior to accumulation of snow.

SCOPE OF WORK TO BE PERFORMED (cont.)

9.7 Tree / Bush Trimming

Monthly review and trimming as needed to any bushes, shrubs, and / or trees on the grounds of 150 E Crosstown to ensure neat and kept appearance.

9.8 Weed Removal and Prevention

Removal of parking lot and building curtilage weeds on the grounds of 150 E Crosstown as needed or requested by City of Kalamazoo. Appropriate herbicidal applications for weed prevention as needed.

10. DEFAULT, REMEDIES, AND TERMINATION OF CONTRACT

- 10.1 This is a performance-based contract. It is the intention of the City to have a Public Safety representative assigned to manage mowing and trimming services contract(s). The Contractor shall identify a contact person from their company for each area awarded related to these specifications.
- 10.2 Contractor shall meet all requirements described in General Requirements and Scope of Work to be performed during the term of the contract and any subsequent renewals. Repeated failure to adequately perform any work specified and required shall be grounds for termination by the City and shall be considered Contractor's failure to perform and default.
- 10.3 Furthermore, Contractor shall respond to the City and resolve to the City's satisfaction issues of call-backs, verbal or written, from the City regarding mowing and trimming section(s) missed, performance, or other quality of work concerns within 24 hours of notification. Contractor shall have 24 hours to begin and to proceed in a workmanlike manner to complete such work. If the Contractor does not satisfactorily respond to said request(s), the City, at its discretion, may perform this work or hire another reasonably priced service provider and may, at its option, invoice the Contractor for repayment of the City's costs to hire a third party to perform such service or may deduct such amount from a future payment to Contractor under the contract. In addition, this failure to perform by Contract shall be grounds for the City to terminate this Agreement.
- 10.4 In the event of termination of the contract for any reason, the City's responsibility for payment or damages to the Contractor shall be limited to payment for services rendered by the CONTRACTOR until the date of termination.

11. PROTECTION OF WORK

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract.

12. PROTECTION OF PROPERTY

- 12.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.
- 12.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

13. MATERIALS INSPECTION AND RESPONSIBILITY

- 13.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.
- 13.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.
- 13.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.
- 13.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment or components have been rejected.

14. TARDINESS

Construction delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.

15. CONSTRUCTION SCHEDULE AND COORDINATION

- 15.1 The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.
- 15.2 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.
- 15.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.
- 15.4 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.

16. MAINTAINING TRAFFIC

- 16.1 This work shall be in accordance with the requirements of Section 6.31 of the MDOT 2003 Standard Specifications for Construction and contractor is directed to the Special Provision for Maintaining Traffic, and as specified herein. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc. required on this project.

MAINTAINING TRAFFIC (*cont.*)

- 16.2 The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to: Advance, regulatory and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project.
- 16.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, drum type barricades will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the construction area. Where barricades are to be placed in a trench, Type II barricades may be required at the discretion of the Engineer. These barricades shall be lighted with Type C (steady burning) warning lights if they are used after dark.
- 16.4 The requirements for the maintenance of through traffic as described in the Standard Specifications shall also apply to the maintenance of local traffic.
- 16.5 Protection of all pedestrian traffic shall be always maintained.

17. ADDITIONS

- 17.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.
- 17.2 Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

18. REMOVAL OF RUBBISH

The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.

19. SITE ACCESS

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

20. AWARD CRITERIA

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

- Responsiveness to Request for Quote specifications
- Qualifications of firm
- Cost
- References
-

21. SAFETY

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

22. PAY ESTIMATES

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Recommended frequency of payment is monthly, however, frequency of payment will not exceed bi-weekly. **On the date of service being rendered contact Executive Lieutenant Charles Treppa at 269-337-8126. Communicate or leave a message regarding the date, time, and nature of service cycle being performed.**

23. INSPECTION AND TESTING

The Contractor shall give the Project Manager timely notice of readiness of the work for all required inspections, tests, or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests.

24. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, the bidder MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

25. SAFETY STANDARDS

The bidder warrants that the products supplied to The City conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the failure to comply with this condition will be considered a breach of contract.

26. QUESTIONS

Bidders shall address questions regarding the specifications to Christopher Franks, KDPS, at (269) 337-8700. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Kyle Dunn, Buyer, at (269) 337-8720.

CITY OF KALAMAZOO
INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

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

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

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

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

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

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

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

INDEMNITY AND INSURANCE

Continued

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

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

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 or bid 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.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services.

All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.

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

6. PAYMENTS

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

7. 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.

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

8. 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.

9. RIGHT TO AUDIT

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

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

10. HOLD HARMLESS

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

11. DEFAULT

The City may at any time, by written notice to the 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.

DEFAULT (cont.)

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.

12. 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.

13. 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.

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.

15. INSPECTION OF WORK SITE

Before submitting bids or quotes for 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.

16. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. 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 11, 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.



EXHIBIT A

Mowing & Trimming of KDPS – HQ

City of Kalamazoo Lawn Care Guidelines for Parks, Greenspaces, and Along Waterways

Bid Reference #: 98852-072.0

EXHIBIT A
City of Kalamazoo
Lawn Care Guidelines for
Parks, Greenspaces, and Along Waterways

Mower Deck Height and Blade Condition

Height of mower decks shall not be lower than 3" with no more than 1/3 the mower blade height of grass removed per mowing. Mower blades shall be kept sharp at all times.

Mowing Buffer Zones for Waterways

Grass Clippings shall not be blown into water bodies. The mow chute shall be kept "side in" away from water for a minimum of three passes or 15 feet, whichever is wider. Exceptions may include pre-determined designated public water access areas, or specific water resources protection areas (see below).

Specially Designated Water Resources Protection Buffer Areas

Certain buffer areas are designated as "no mow" areas or areas that are to be mowed only once per year (e.g. South Crosstown Pond) or on a specially assigned schedule. If mowed, the procedures shall follow those described for buffer zones along waterways.

Mowing Along Roadways, Curb-lines, Sidewalks, and Parking Lots

Grass Clippings shall not be blown into the streets. The mow chute shall be kept "side in" for a minimum of two passes or ten feet, whichever is wider. Where littering impervious surfaces with grass clippings is unavoidable, clippings are to be blown, picked up or swept back into the lawn area by the end of the work shift.

Fertilizer and Pesticide Use

Fertilizers used for turf will be slow release with no phosphorus and applied only as necessary in an environmentally friendly manner to reduce runoff into water bodies or storm sewers. All lawn fertilizers must meet the approval of the Parks Manager or Water Services Manager before being purchased and applied. This includes all contracted lawn fertilization program products. Application rates must be performed in accordance with label instructions. Fertilizers sprayed/directed onto impervious surfaces must be blown or swept back into the lawn area by the end of the work shift.

No application of fertilizer or pesticides, or dumping of soils, leaves, or other yard waste/debris will be allowed within the Mowing Buffer Zone for Waterways, or along Roadways, Curb-lines, or Sidewalks.

Deviations to Above-Described Lawn Care Guidelines

If staff feels it necessary to deviate from this Guideline, they shall take their request to their Supervisor. Subsequently, the Supervisor is required to obtain approval from the Water Services Manager or the Parks Manager (or other Manager of specifically designated mowing areas), and the Water Resources Manager on a case-by-case basis. Certain requests may also require approval from designated entities (e.g. the City's Pesticide / Herbicide Committee).



EXHIBIT B

Mowing & Trimming of KDPS – HQ

Background Checks

Bid Reference #: 98852-072.0

**BACKGROUND AUTHORIZATION REQUEST FOR CONTRACTORS,
VENDORS and NON-Criminal Justice Employees who have access to Criminal
Justice Information Systems and/or facilities**

Individuals who have direct or indirect access to the Criminal Justice Information Systems (LEIN/NCIC) shall submit to a background check prior to having unescorted access. This background check will include a state and federal fingerprint check. The Kalamazoo Department of Public Safety will determine, based upon state and federal guidelines, whether access will be granted.

By signing this authorization, the applicant grants permission to the Kalamazoo Department of Public Safety and any other public or private entity to conduct a background check for the express purpose of determining whether the applicant is eligible to access Criminal Justice Information Systems. The background search will include, but is not limited to, arrests, criminal charges, criminal convictions and information regarding criminal justice contacts.

I affirm that I have read and fully understand the above paragraphs and I consent to the aforementioned background check.

Signature _____

Date. _____

Requested by		Date	
Candidate for		Position	
Agency KDPS	<input type="checkbox"/> Temporary Employee	<input type="checkbox"/> Permanent Employee	<input type="checkbox"/> Contractor
Name of Candidate – Last	First	Middle	
Address		Apartment Number	
City		State	Zip Code
Social Security Number		Date of Birth	
Driver License Number		Sex <input type="checkbox"/> Male	<input type="checkbox"/> Female
Race <input type="checkbox"/> White	<input type="checkbox"/> Black (African)	<input type="checkbox"/> American Indian/Alaskan Native	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Other	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL
INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

CONFIDENTIALITY AGREEMENT

I, _____ acknowledge that the nature of my duties while employed by Kalamazoo Public Safety or while working as a vendor or contractor at Kalamazoo Public Safety may afford me access to sensitive and/or confidential information and that by signing this agreement; I hereby agree to abide by the conditions of this agreement.

Criminal justice information and/or criminal justice information systems and their supporting networks are classified resources. As prescribed by law, access to criminal justice information and/or criminal justice information systems includes but is not limited to: network systems; routers and switches, applications and the data obtained from these resources are restricted to official business. Access requires authorization and a need to know. Authority to access this information can only be granted by the Chief of Police or his designee.

I have been briefed and fully understand that during the course of my duties I may become privy to criminal justice information and acknowledge that I am bound to protect this information at all times to include my separation from employment or service at Kalamazoo Public Safety.

Furthermore, I agree to protect the integrity of the information I may have become privy to from any criminal justice information resource and/or criminal justice information system in addition to the networks that support these networks and understand that by unlawfully accessing, acquiring or disclosing any information about this sensitive information, I will become subject to criminal prosecution in addition to any other penalties that are prescribed by law.

Signature

Date

Witness Signature

Date

Notary

State of Michigan

County of Kalamazoo

Before me personally appeared the said _____

Who says they executed the above instrument of their own free will and accord and with full knowledge of the purpose therefore.

Sworn and subscribed in my presence the ____ day of _____ 20____.

My commission expires _____

Notary Public

CITY OF KALAMAZOO
KALAMAZOO PUBLIC SAFETY
150 E Crosstown Parkway, Suite A
Kalamazoo, MI 49007

Personal Inquiry Waiver and Authority of Release of Information

Applicants Name: _____

Date/Place of Birth: _____

Social Security Number: _____ - _____ - _____

Applicant Authorization Consent for Release of Information
Please Read Carefully

We welcome your application with the City of Kalamazoo, Kalamazoo Public Safety. We require, as a condition of employment, that all applicants consent to and authorize a pre-employment verification of the background investigation submitted on their application, assessment questionnaire, and personal background questionnaire.

This release and authorization acknowledges that the City of Kalamazoo, Kalamazoo Public Safety may now or at any time while you are employed, conduct a verification on your education, personal references, motor vehicle records and to receive any criminal history records information pertaining to you which may be in files of any Federal, State or local criminal justice agency in Michigan or any OTHER state and/or other information as deemed necessary to fulfill the job requirements. The results of this verification process will be used to determine employment eligibility under Kalamazoo Public Safety employment policies. All results will be proprietary and will be kept confidential.

I, the undersigned applicant, do hereby release and consent and I authorize the background verification. I authorize all individuals, schools, current and former employers, financial or credit institutions and any other organizations and agencies to provide Kalamazoo Public Safety with all information requested and I hereby release all persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that a copy of this document is as valid as the original.

I do hereby agree to forever release and discharge the City of Kalamazoo, Kalamazoo Public Safety and their associates to the full extent permitted by law from any claims, damages, losses and expenses or another charge or complaint filed with any agency arising from retrieving and reporting of information and acknowledge notice of right to receive a copy upon written request.

Applicant's Signature

Must Be Notarized Before Returning

State of _____

County of _____

Before me personally appeared the said _____ who says he/she executed the above instrument of his/her own free will and accord and with full knowledge of the purpose therefore.

Sworn and subscribed in my presence the ____ day of _____, 20____.

My commission expires _____

Notary Public

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

4.00 Security Violations

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Acceptable Access/Use of CJIS System/System Data Policy

1.0 Overview

The intention for publishing an acceptable access and use of CJIS systems/system data policy is not to impose restrictions that are contrary to Kalamazoo Public Safety's established culture of openness, trust, and integrity. Kalamazoo Public Safety is committed to protecting its employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly, Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, world-wide web browsing, File Transfer Protocol, and National Crime Information Center access are the property of the Federal Bureau of Investigation, Michigan State Police and Kalamazoo Public Safety. These systems are to be used for business purposes in serving the interests of the agency in the course of normal operations. Effective security is a team effort involving the participation and support of every Kalamazoo Public Safety employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user and/or system's technician to know these guidelines and to conduct their activities accordingly.

2.0 Purpose

The purpose of this policy is to outline the acceptable access and use of CJIS system/systems and/or computer equipment at Kalamazoo Public Safety to risk including virus attacks, compromises of the network systems and services, and legal issues.

3.0 Scope

This policy applies to employees, contractors, consultants, temporary staff, and other workers at Kalamazoo Public Safety, including all personnel affiliated with NCIC and third parties. This policy applies to all equipment that is owned, leased or accessed by Kalamazoo Public Safety.

4.0 General Use and Ownership

1. While Kalamazoo Public Safety's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of the Kalamazoo Public Safety. Because of the need to protect Kalamazoo Public Safety's network, management cannot guarantee the confidentiality of information stored on any network device belonging to or use by Kalamazoo Public Safety.
2. Employees are responsible for exercising good judgement regarding the reasonableness of personal use. Individual departments are responsible for eating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absences of such policies, employees should consult their supervisor or management.
3. Kalamazoo Public Safety recommends that any information that a use considers sensitive or vulnerable to (etc. residual NCIC information on a computer terminal that has access to the internet and CJIS information) be encrypted. For guidance on information classification, refer to the CJIS Information Classification Policy.

4. For security and network maintenance purposes, authorized individuals within Kalamazoo Public Safety may monitor equipment, system, and network traffic at any time, per Kalamazoo Public Safety Audit Policy.

5. Kalamazoo Public Safety reserves the right to audit the network and systems on a periodic basis to ensure compliance with this policy.

4.1 Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or non-confidential, as defined by agency confidentiality guidelines. Examples of confidential information include, but are not limited to: NCIC information, state criminal history information, agency personnel data, etc. Employees should take all necessary steps to prevent unauthorized access to this information.

2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. Please review the Service Division Password Policy for guidance.

3. All personal computers, laptops, and workstations should be secured with password-protected screen savers with an automatic activation feature, set at ten minutes or less, or by logging off (control-alt-delete) when the computer is unattended.

4. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with "Laptop Security Policy".

5. All devices used by all employees/contractors that are connected to the Kalamazoo Public Safety Internet/Intranet/Extranet, whether owned by the Employee or Kalamazoo Public Safety, shall be continually executing approved virus-scanning software with a current database.

6. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

4.2 Unacceptable Use

Under no circumstances in a employee of the City of Kalamazoo, Kalamazoo Public Safety or contractor to either the City of Kalamazoo or Kalamazoo Public Safety authorized to engage in any activity that is illegal under local, state, federal, or international law utilizing Kalamazoo Public Safety owned resources.

4.3 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Access to the Public Safety network and/or CJIS systems require authorization from the LASO (Captain of the Service Division). Unauthorized access, copying, or dissemination of classified or sensitive information (e.g., NCIC information, state criminal information, etc.).
2. Installation of any copyrighted software for which Kalamazoo Public Safety or end user does not have an active license or LASO authorization is strictly prohibited.
3. Installation of any software without preapproval and virus scan is strictly prohibited.

4. Introduction of malicious programs into the network or sever (e.g., viruses, worms, Trojan horses, logic bombs, etc.).
5. Revealing your account password to other or allowing use of your account by others.
6. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or login into a server that the employee is not expressly authorized to access, unless these duties are within the scope of a regular duties. For the purpose of this policy, “disruption” includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
7. Port scanning or security scanning is expressly prohibited unless prior notification and authorization has been granted by the LASO.
8. Executing any form of network monitoring which will intercept data not intended for the employee’s host, unless this activity is part of the employee’s normal job/duty.
9. Circumventing user authentication or security of any host, network, or account/
10. Interfering with or denying service to any user other than the employee’s host.
11. Using any program/script/command or sending messages of any kind, with the intent to interfere with or disable a user’s terminal session, via any means, locally or via the Internet/Intranet/Extranet.
12. Providing information about NCIC or a list of Kalamazoo Public Safety employees to parties outside of Kalamazoo Public Safety.

5.0 Enforcement

Violations of this policy include, but are not limited to: accessing data to which the individual has no legitimate right; enabling unauthorized individuals to access data; disclosing data in a way that violates applicable policy, procedures, or relevant regulations or law; inappropriately modifying or destroying data; inadequately protecting restricted dates. Any violation of this policy may result in network removal, access revocation, corrective or disciplinary action, civil or criminal prosecution, and termination of employment.

I have read, acknowledge, and will abide by the information obtained in this document. Furthermore, I agree to protect the integrity of the information I may have become privy to from any criminal justice e information resource and/or criminal justice information system in addition to the networks that support these networks and understand that by unlawfully accessing, acquiring or disclosing any information about this sensitive information, I will become subject to criminal prosecution in addition to any other penalties that are prescribed by law.

User (Print Name):_____

Date:

User Signature:_____

Date:

LASO/Security Officer:_____

Date:

Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations

I, _____, have read the following, or have had it read and explained to me, and understand and agree that:

My duties require me to work or be present in areas where Criminal Justice Information (CJI) (may be seen. I realize that this information is sensitive in nature and will not discuss or reveal any CJI to anyone.

CJI refers to state and federal criminal justice data, which may include case/incident information, identity information (including fingerprints and other forms of biometric data), and property (such as vehicle or firearm) data.

Access to or use of CJI (such as viewing, reading, copying, sharing) is strictly limited to official purposes, specifically the administration of criminal justice.

The term “administration of criminal justice” is defined in the CJIS Security Policy as:

“Administration of criminal justice” means the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history records information; and criminal justice employment. In addition, administration of criminal justice includes “crime prevention programs” to the extent access to criminal history records information is limited to law enforcement agencies for law enforcement programs (e.g. record checks of individuals who participate in Neighborhood Watch or “safe house” programs) and results of such checks will not be disseminated outside the law enforcement agency.

My work-related duties, as defined by my employer and understood by me, do not in any way involve the administration of criminal justice, as defined above.

In the course of my work-related duties, I may see or learn of (as by hearing mention of) CJI.

Because I have no responsibility or authority for handling CJI, I will not access, use, view, copy, disseminate, or disclose (in writing or in conversation) CJI, nor will I take part in the physical destruction of CJI. I am aware that doing so would be considered misuse of CJI.

I further understand that misuse of CJI is not limited to situations in which the CJI is used by me or the others for purposes or in a manner that could be punished under the criminal laws of the state or of the United States.

I acknowledge that misuse of CJI may subject me to administrative action (such as termination of employment or contract), civil penalties, and/or criminal penalties.

I agree and commit that if I hear, see, or otherwise become aware of actual or potential misuse of CJI, or of a situation that may cause or contribute to the misuse of CJI, I will promptly report same to Capt. Christopher Franks, Service Division.

I agree and commit that I will not allow, by action or inaction, the unescorted entry into any secure (protected) area by anyone who is not known to me to be authorized to enter such area.

I have read and understand the information above regarding the importance of protecting CJI, and have asked and received a satisfactory answer to any questions I had concerning the duties and restrictions imposed on me with respect to CJI.

Signature of Individual

Date

Company Employing the Individual

I hereby confirm that the above signed individual has read the above document (or had it read to him or her), and has been given the opportunity to ask questions. I have answered any questions and/or clarified any issues he or she posed regarding information security requirements.

Signature of Criminal Justice Agency Representative

Date

KDPS

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Criminal Justice Agency

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