

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: _____

EMAIL: _____

INSTRUCTIONS

1. **TERMS OF SALE:** The full price quoted herein and agreed to by the bidder shall be paid to the Kalamazoo City Treasurer on or before the scheduled day of pick up as set forth by the bidder on the attached bid form. **PAYMENT SHALL BE MADE BY CASH, MONEY ORDER, OR CASHIER'S CHECK ONLY.**
2. **WARRANTIES/GUARANTEES:** The items specified herein have been declared scrap and will be sold to the highest bidder on and "as is/where is" condition. **NO WARRANTIES OR GUARANTEES ARE EXPRESSED OR IMPLIED.**
3. **REMOVAL OF SCRAP:** The successful bidder shall remove items awarded to him/her from City property **within five days of notification of award.** Failure to do so without a valid request for an extension of time, in writing, to the City's Purchasing Division shall be deemed sufficient grounds for the Purchasing Agent to refuse the sale, cancel the bidders' right and grant new rights to the next highest bidder, or re-advertise for bids. The first purchase will forfeit a sum equal to five percent of the bid or the difference between the bid prices and the amount paid by the next purchaser, whichever is higher.
4. **INSPECTION:** Contact Stacy Littell, Public Safety Fleet Manager, at (269) 337-8134 or littells@kalamazoo.org with questions and/or to view the vehicles.

NOTE: The City reserves the right to not sell this item if it determines, in its sole judgment, that the bids presented do not represent the market value for the item.

5. **INDUSTRY RULES, CODES, LICENSES, AND PERMITS:** The successful bidder shall become fully informed of all local, state, and federal laws, rules, regulations, and ordinances in any manner affecting those engaged or employed in the work of removing and transporting the equipment. Any permits, licenses, fees, or certificates required for removal of the equipment shall be obtained and paid for by the successful purchaser.

The successful bidder shall indemnify and hold harmless the City of Kalamazoo from all claims arising from the removal, handling, transportation, storage, or use of equipment.

6. **GENERAL INFORMATION:** Quotes may be withdrawn by bidders up to the time specified of the bid opening. No bids may be withdrawn after the bid opening. Questions regarding the instructions and bidding procedures and/or the item are to be directed to Michelle Emig, Purchasing Division Manager, at (269) 337-8445.

Sale of Scrap Vehicle

Bid Reference No: 57050-097.0

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

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

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

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

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(If any)

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

PHONE: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

CITY OF KALAMAZOO VEHICLE FOR SALE

2020 Ford Explorer

(HEAVY ACCIDENT DAMAGE WORKING DRIVE TRAIN)

VIN#-1FM5K8AB8LGC93426

➤ Poor Condition (non-driving)

Located at City of Kalamazoo – 415 E Stockbridge

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.