



Department of Management Services

Purchasing Division

241 West South Street
Kalamazoo, MI 49007-4796

Phone: 269.337.8020

Fax: 269.337.8500

www.kalamazoo-city.org

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

PROJECT: Industrial Linen Rental Services

QUOTE REFERENCE NO: 95403-002.0

DEPARTMENT CONTACT: Ryan Tibbets, Public Safety Chief of Staff – Public Safety
tibbetsr@kalamazoo-city.org

DEPARTMENT: Public Safety and Fleet Services

ISSUE DATE: March 6, 2025

QUOTE RETURN DATE: March 20, 2025 @ 4:30 p.m. (End of business day)

SUBMITTAL INSTRUCTIONS: Return on or before date above. *Mark envelope – Quotation – Industrial Linen Rental Services – 95403-002.0 and due date.* This quote may also be emailed to cokpurchasing@kalamazoo-city.org.

STATEMENT OF NO QUOTE

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

_____ Specifications are unclear (explain below).

_____ We are unable to meet specifications.

_____ Our schedule would not permit us to perform.

_____ We do not offer this product or service.

_____ Remove us from your bidders list for this commodity or service.

REMARKS: _____

SIGNED: _____ **NAME:** _____
(Type or Print)

TITLE: _____ **DATE:** _____

FIRM NAME: _____
(if any)

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

PHONE: _____ **FAX:** _____

EMAIL: _____

SUBMITTAL INSTRUCTIONS FOR QUOTES

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.
2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Request for Quote form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The quote shall be legally signed, and the complete address of the bidder given thereon.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Quote and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the quote by attachment, or by letter or fax received on or before the due date.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating quotes for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the quote.
5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn by a bidder or authorized representative by written request, but only if the withdrawal is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least ninety (90) days after due date.
6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
7. **INFORMAL COMPETITION**-The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The City will consider all quotes and make the purchasing decision most advantageous to the City and its interests.

QUOTE FORM

The undersigned having become familiar with and understanding the contract requirements incorporated herein, agrees to provide industrial linen rental services as specified herein meeting or exceeding the specifications and requirements provided. This contract shall be in effect for a **two (2) year period**, commencing on or about **May 1, 2025**, and continue through **April 30, 2027**.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST FOR WEEKLY USAGE</u>	<u>EST WEEKLY USAGE</u>	<u>EXTENDED WEEKLY TOTAL</u>
A.	Industrial Shop Towel	\$ _____ / each	300	\$ _____
			x52 WEEKS	\$ _____ Year 1 Total
			x52 WEEKS	\$ _____ Year 2 Total
	Size: _____			
	Material: _____			
	Allowable Loss: _____			
	Replacement Charge: _____ / each			
B.	Dish Towel - size: _____	\$ _____ / each	150	\$ _____
C.	Bath Towel - size: _____	\$ _____ / each	150	\$ _____
D.	Pillowcase - size: _____	\$ _____ / each	93	\$ _____
E.	Sheet - size: _____	\$ _____ / each	110	\$ _____
F.	Cleaning Towel - size: _____	\$ _____ / each	160	\$ _____
			WEEKLY TOTAL	\$ _____
			x 52 WEEKS (Estimated Annual Total for Items B - F)	\$ _____ Year 1 Total
			x 52 WEEKS (Estimated Annual Total for Items B - F)	\$ _____ Year 2 Total

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

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

Addendum No: _____

Dated: _____

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

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

Signed: _____ Name: _____

Title: _____

BIDDERS QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____
2. Established: _____ Year _____ No. 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 5 years.
 - 5.1 Company Name: _____
Address: _____
Contact: _____ Phone: _____
Type of work or contract: _____
 - 5.2 Company Name: _____
Address: _____
Contact: _____ Phone: _____
Type of work or contract: _____
 - 5.3 Company Name: _____
Address: _____
Contact: _____ Phone: _____
Type of work or contract: _____

CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City's specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Director has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Director may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

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

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

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

The above information is accurate:

Signature: _____

Date: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

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

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

November 2017

CITY OF KALAMAZOO REQUEST FOR QUOTATIONS
Industrial Linen Rental Services

Page 8
Bid Reference No: 95403-002.0

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: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

GENERAL REQUIREMENTS AND SPECIFICATIONS

1. SCOPE AND INTENT

It is the intent of these specifications to have provided industrial linen rental, cleaning and repairing services on a regularly scheduled pick-up and delivery basis for the following participating departments.

A. Public Services - Fleet Services

Contact Person: Thomas Quigley at (269) 337-8761
415 E. Stockbridge Avenue
Kalamazoo, MI 49001

B. Public Safety Stations

Contact Person: Ryan Tibbets at (269) 337-8243

- 1) Headquarters Building, 150 E. Crosstown Parkway, STE A, Kalamazoo, MI 49001
- 2) Station #1 - 248 N. Kalamazoo Mall, Kalamazoo, MI 49007
- 3) Station #2 – 1007 E. Alcott St, Kalamazoo, MI 49001
- 4) Station #3 - 1005 Gull Road (at Riverview), Kalamazoo, MI 49001
- 5) Station #6 - 1414 Howard, Kalamazoo, MI 49008
- 6) Station #7 - 2131 Parkview, Kalamazoo, MI 49008
- 7) Station #45 - 601 N. Park, Kalamazoo, MI 49007

2. AWARD

Award will be made on an aggregate basis, and subject to appropriation of funds. The quality of the linen, bid costs, delivery capabilities, and responses to the bidder's questionnaire are factors that will be considered in bid evaluation and recommendation of award of contract.

3. CONTRACT PERIOD

The contract shall be in effect for a **two (2) year period**, commencing on or about **May 1, 2025**, and continue through **April 30, 2027**. The City may opt to extend this contract for a **two (2) – two (2) year periods** upon mutual agreement of both parties.

4. 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.

5. INDUSTRIAL LINEN ITEMS TO BE FURNISHED

All items to be furnished shall be of good quality, equal to or exceeding acceptable industry standards.

- A. Industrial shop towel
- B. Dish towel
- C. Bath towel - quantities will vary

INDUSRIAL LINEN ITEMS TO BE FURNISHED (cont.)

- D. Pillowcases
- E. Sheets
- F. Cleaning towels

Samples of the above items may be requested by the City prior to award of contract. Any costs accrued in providing the requested samples will be the responsibility of the Contractor.

6. DELIVERY AND PICK-UP SCHEDULE

Delivery and pick-up will be on a once-a-week basis. Selection of day shall be by mutual agreement between the Contractor and each using agency.

7. LINEN DESCRIPTION

Quantities as shown are based on annual usage and are not intended as a guarantee as to a maximum or minimum amount that may be used under this contact and may be more or less than indicated.

7.1 Fleet Services - 415 E. Stockbridge Avenue, Kalamazoo, MI 49001

- (1) Industrial shop towel (18" x 18") - initial inventory 900
Estimated weekly usage 300

7.2 Public Safety Department - Various Locations

- (1) Dish towels (15" x 28") - initial inventory 450
Estimated weekly usage 150 (Sample will be requested)
- (2) Bath towels (minimum acceptable size 24" x 48") must be deluxe/hotel quality -
initial inventory 450
Estimated weekly usage 150 (Sample will be requested)
- (3) Sheet (72" x 108") initial inventory 330
Estimated weekly usage 110
- (4) Pillowcases - initial inventory 280
Estimated weekly usage 93
- (5) Blue cleaning towels (20" x 40") - initial inventory 480
Estimated weekly usage 160 (Note: this is a separate item from the industrial
shop towel)

NOTE: Linen sizes as provided above are for reference purposes of requested size.
Bidders shall provide size of linens proposed on Page 1 of the quote.

8. 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.

9. REPLACEMENTS

Upon mutual agreement between the Contractor and the Department, items shall be replaced when they become worn or unserviceable. There will be no extra charge to the City for any replacement with the exception of the industrial shop towel.

10. REPAIRS

The using Department shall be responsible for identifying any item(s) in need of repair. The Contractor shall provide repair tickets which will be attached to the item identifying repairs required.

11. CONTRACTOR'S REPRESENTATIVE

The Contractor shall assign a representative, (other than the delivery serviceman), who will respond to and have authority to resolve any problems or complaints that may arise during the contract period. The representative shall be expected to make regular service calls on a schedule agreed to by the using agency. It is the City's intent to avoid directing any complaints to the Contractor's delivery serviceman.

12. INVOICING AND PAYMENTS

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo 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. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

13. QUESTIONS

Questions regarding the terms and conditions relating to this bid document may be addressed to Kyle Dunn, Buyer at (269) 337-8720 or dunnk@kalamazoocity.org. Questions regarding specifications may be addressed to the Department contact persons indicated on Page 9.

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.

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.

DEFAULT (cont.)

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.