



**Department of Management Services**  
**Purchasing Division**  
241 West South Street  
Kalamazoo, MI 49007-4796  
Phone: 269.337.8020  
Fax: 269.337.8500  
[www.kalamazoocity.org](http://www.kalamazoocity.org)

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

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

**Project Name: Utility Billing Printing and Mailing Services**

**Bid Reference #: 91558-012.0**

**IFB ISSUE DATE: May 18, 2022**

**BID DUE/OPENING DATE: June 7, 2022 @ 3:00 p.m. Local Time**  
*Facsimile Bids Will Not Be Accepted.*

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

**Mail to:**

Purchasing Division  
241 W. South Street  
Kalamazoo, MI 49007

**Questions about this IFB should be directed to:**

Department Contact: **Kelly Kanaan,**  
**Deputy City Treasurer, (269) 337-8733**  
[kanaank@kalamazoocity.org](mailto:kanaank@kalamazoocity.org)

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

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

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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**STATEMENT OF NO BID**

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

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

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

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

**REMARKS:**

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

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

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

FIRMNAME: \_\_\_\_\_  
(If any)

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

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

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

SECTION I  
INSTRUCTIONS TO BIDDERS

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

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

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, at least 5 business days before the bid opening so a reply may reach all prospective bidders the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II  
BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all the bid/contract documents incorporated herein, agrees to provide Utility Billing and Miscellaneous Receivable Printing and Mailing Services as specified to the City of Kalamazoo for the total as stated below:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST PER 1,000</u>
1	Mailing Address charges (CASS certification)	\$ _____
2	Paper Stock and Bill printing from city PDF files	\$ _____
3	Special Additional Service for the bills (Reverse or additional sheet side printing charges/insertion charges)	\$ _____
4	Envelope Stock and envelope printing charges	
	#10 outgoing envelopes	\$ _____
	#9 return envelopes	\$ _____
5	Postage costs and advances	\$ _____ per piece

Contact person for order releases shall be:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Deviations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Guaranteed delivery within \_\_\_\_\_ calendar days after receipt of notification of award.

Contact person for order releases shall be:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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: \_\_\_\_\_

**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 responsive, 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 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

*NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.*

**COVID-19 ADDENDUM #2**

January 1, 2022

**TO: ALL Prospective Bidders**  
**PROJECT: ALL Upcoming Projects**

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

**1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:**

**Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.**

**BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.**

**Bidders can submit sealed bids in one of the following ways:**

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

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

- **Deliver your bid to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person** before the bid due date and time indicated in the bid document.

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

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig  
*Purchasing Division Manager*



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: \_\_\_\_\_

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

**SECTION III  
SPECIFICATIONS**

**1. SCOPE AND INTENT**

The City of Kalamazoo intends to enter into a contract with an experienced and qualified printing and mailing service company to provide bill printing from city-provided data, envelope provision, paper provision, insertion services, and mailing with the USPS, with strict observation of the deadlines contained in this quote. For the bills, the city will provide one or more PDF files that can be directly printed by the vendor without programming. Vendor shall provide an email address or FTP upload for receipt of the PDF files. Vendor shall also provide confirmation for when invoices have been printed and mailed.

It is the intent of these specifications to secure the services of a printing and mailing service company which has all the necessary equipment, personnel, experience, and resources to fulfill all the requirements of this contract in the most cost-effective manner with the least damage to each piece of mail processed.

**2. EQUIPMENT**

Contractor's printing, collating, folding, inserting and other mail processing equipment shall be of such design so as not to tear apart multiple part forms and other inserts during processing.

The City reserves the right to inspect Contractor's equipment and facilities prior to award of the contract.

**3. NORMAL LEAD TIME**

Estimated Quantity & Timing of Utility Bills and Miscellaneous Receivable Bills for mailings are as follows (subsequent years will follow a similar pattern):

<u>Type of Bill</u>	<u>Mail Drop Date</u>	<u>Est Qty</u>	<u>Data Provided by City</u>
Utility Bills	Weekly	5,000	Weekly
Miscellaneous Receivables Bills	Weekly	175	Weekly

The Contractor shall print/process and mail all pieces on same day. Contractor must provide cut off time for same day processing. If files are received after same day processing time, files must be processed the next business day.

The City requires all pieces to be mailed/dropped at a postal facility within a 100-mile radius of Kalamazoo, Michigan to the customers.

A confirmation email to: [utilities@kalamazoocity.org](mailto:utilities@kalamazoocity.org) and [coktreasurer@kalamazoocity.org](mailto:coktreasurer@kalamazoocity.org) will be required when files are received by the Contractor, and when pieces are mailed/dropped at the post office by the Contractor.

**4. EMERGENCY LEAD TIME**

When an emergency arises the City will notify the Contractor (at the earliest possible moment) who shall process all pieces so as to make that same day's mail. In other words, City personnel will send the PDF file to the Contractor between 8:00 A.M. and 9:30 A.M.

**5. MAILING ADDRESS CHARGES (CASS certification)**

The vendor must scrub the mailing address data for CASS certification and USPS Intelligent Mail requirements to obtain the lowest available postage rates.

**6. PAPER STOCK AND BILL PRINTING FROM CITY PDF FILES**

Bills will be printed on 8.5” x 11” 24# bond white paper that is micro-perforated at the 3.5” point of the long side. The short side of the perforation is used for a remittance coupon and the bill is printed with the coupon at the bottom. One sheet of paper is used for each bill.

**7. SPECIAL ADDITIONAL SERVICE FOR THE BILLS  
(Reverse or additional sheet side printing charges/insertion charges)**

The city may want to advise our taxpayers of new remittance options or of other items of interest. Therefore, the quote should include printing of the reverse side (the upper 7.5” of the sheet above the perforation) with static text to be provided by the city. If the quoting vendor is unable to do reverse side printing in production, then the quote should so state and include pricing for the printing and insertion of a separate notice to be printed on 20# bond white paper. In no event, however, can the produced bill with the mailing envelope, reply envelope, and separate notice cause the weight for postage to exceed 1 ounce.

**8. ENVELOPE STOCK FOR BILLS**

Each bill will be mailed using a window #10 envelope. A #9 window reply envelope will be inserted for all bills. The envelope specifications are as follows:

**#10 Outgoing Window**

Bottom Window	Size:	1 1/2" x 4 1/2"
	Position:	7/8" from left, 5/8" from bottom

**#9 Return Window with tint/security**

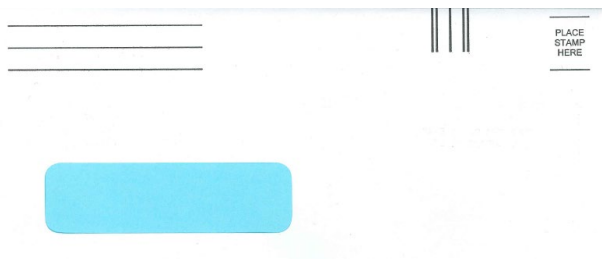
Bottom Window	Size:	1" x 3 1/2"
	Position:	7/8" from left, 11/16" from bottom

**9. PRINTING ON ENVELOPES**

The #9 window envelopes need a “FIM A” printed per USPS specifications along with a “First Class Postage Required” box in the upper right area.

The #10 envelopes require the City of Kalamazoo logo and following address to be printed in the upper left corner: Treasurer’s office, 241 W. South Street, Kalamazoo, MI 49007-4750.

Samples of each envelope style below:



**10. USE OF REPLY ENVELOPES**

All the Utility and Miscellaneous Receivables Bills will require reply envelopes.

## 11. POSTAGE COSTS AND ADVANCES

The quote should separately contain an estimate of the USPS postage costs for mailing (per piece), along with a statement of how, when and to whom the postage costs are payable. The city will advance estimated postage costs to the vendor if and when requested. The vendor must maintain a separate account for postage advances and only charge actual postage costs against that account. Postage advances must NOT be comingled with or applied to any invoice for goods and services unless that invoice is past due.

Only postage for City of Kalamazoo authorized mailings shall be reimbursed to the Contractor. In the event of damage to any number of pieces of mail to such an extent that prevents them from being mailed, and such pieces have been stamped with the appropriate postage, the Contractor shall notify the department requesting replacement and/or a course of action to be taken.

The Contractor shall credit the City for the lost postage, if an item is put in backwards where address doesn't show but postage is charged, an article is not in returned envelope, or two bills or items are in one returned envelope.

## 12. TESTING

The city will provide test data for the bills to the selected vendor upon selection.

## 13. INVOICING

Upon delivery the vendor shall leave an itemized copy of the packing slip with the using agency and obtain signature of proof of delivery. The vendor shall submit a monthly invoice in duplicate listing detail of items and cost.

**All original invoice(s) will be sent to the Budget and Accounting Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoo.org](mailto:apinvoice@kalamazoo.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 Budget and Accounting 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 Budget and Account Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.**

The Contractor's invoice shall state:

- 13.1 Each piece's postage times number of pieces, equaling total postage costs.
- 13.2 Number of pieces that could not be qualified and their postage cost as above.
- 13.3 Mailing Address Charges (CASS Certification)
- 13.4 Paper Stock and Bill printing from city PDF files
- 13.5 Special Additional Service for the bills  
(Reverse or additional sheet side printing charges/insertion charges)
- 13.6 Envelope Stock and envelope printing charges

#### 14. CONTRACT PERIOD

- 14.1 The contract resulting from this Invitation for Bid shall be in effect for a one (1) year period, beginning on or about July 1, 2022 and continuing thereafter, expiring June 30, 2023, and may be renewed for four (4) one-year periods, subject to the availability of fund and the City's need. The renewal and/or cancellation option shall be upon the execution of an extended agreement, setting forth said intent of renewal and signed by both parties to this agreement.
- 14.2 It shall be clearly understood that at any time market conditions warrant, and whereupon it is in the best interest of the City to consider favorable market conditions, the month-to-month extension/renewal option shall be negotiated in writing, and during any extension period the commodity/service as specified herein shall be rebid and a new contract executed, whereupon this contract shall be canceled.
- 14.3 Only at the time of the renewal may the Contractor negotiate price increases equivalent to cost increase which he/she has encountered within the past contract period.
- 14.3.1 **NO INCREASES OVER THE BASE BID PRICE WILL BE ALLOWED THE CONTRACTOR WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE CITY PURCHASING MANAGER**, and then only after receipt of documentation from the Contractor's supplier showing the basis for and the amount of increase and that the increase applies to all customers. **In the event that a price increase is not approved by the Purchasing Department, the City of Kalamazoo reserves the right to terminate this contract.**
- 14.3.2 No increase over the base bid price will be permitted to compensate the Contractor for inefficiency or errors in judgment, increases in labor costs or profit.

#### 15. PRICING

All quoted unit prices on the pricing page shall remain firm for the life of the contract and during any negotiated renewal thereof.

#### 16. AWARD CRITERIA

The purpose of establishing this contract is to provide utility billing printing and mailing services in obtaining their requirements and create a savings for the City Treasurer by eliminating hundreds of purchase orders issued annually. The City reserves the right to split award by groups or award on an aggregate basis all items to one vendor whichever is in the best interest of the City.

The City reserves the right to award this contract to the Firm that best meets the City's requirements and is deemed to be in the City's best interest. Award is subject to availability of funds.

#### 17. QUESTIONS

Questions relative to the general bid requirements may be addressed to Gracia Mason, Buyer at (269) 337-8720 or [masong@kalamazoocity.org](mailto:masong@kalamazoocity.org). Questions relative to the bid specifications can be addressed to Kelly Kanaan, Deputy City Treasurer at [kanaank@kalamazoocity.org](mailto:kanaank@kalamazoocity.org), or (269) 337-8733.

**SECTION IV  
TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

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

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

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
  - 2) A single bid being received; or
  - 3) Prices quoted are over budget and/or unreasonable.

**2. COMPLETE CONTRACT**

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

**3. SUBCONTRACTORS – NON-ASSIGNMENT**

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

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

**4. TAXES**

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

5. **PAYMENTS**

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

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

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

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

7. **LAWS, ORDINANCES AND REGULATIONS**

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

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

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

8. **RIGHT TO AUDIT**

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

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

9. **HOLD HARMLESS**

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

10. **DEFAULT**

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

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for the bid as specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

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

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

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

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

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



**11. 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 10, DEFAULT).

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

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.