



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

PRE-BID MEETING, February 11, 2016 @ 10:00 am Local Time
Harrison Facility, 1415 North Harrison Street, Kalamazoo, MI
(Conference Room A)

INVITATION FOR BID (IFB)

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

Project Name: **Term Contract for Industrial Uniform Rental and Cleaning Services** Bid Reference #: 983-86-005/ME

IFB ISSUE DATE: February 3, 2016

BID DUE/OPENING DATE: February 24, 2016 @ 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: **Brianna Clawson, Public Services** at (269) 337-8921
Rob Branch, Metro Transit at (269) 337-8235

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 in order 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.

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE #</u>	<u>APPENDICES</u>
	Statement of No Bid		
I	Instructions to Bidders	1	Appendix A
II	Bid & Award Pages	2 - 8	FTA Requirements
III	Specifications	9 - 16	
V	Terms & Conditions	17 - 20	

STATEMENT OF NO BID

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

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

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

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

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

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

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I INSTRUCTIONS TO BIDDERS

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

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine 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 of the bid/contract documents incorporated herein, agrees to provide uniform rental services as specified herein:

<u>Item:</u>	<u>Qty.</u>	<u>Description</u>	<u>Price Year 1</u>	<u>Price Year 2</u>	<u>Price Year 3</u>
1.	1 Set	Industrial Uniform Rental per set, per week, Standard wear cycle - 65% Polyester, 35% Cotton Set shall include: Eleven (11) Medium Blue Shirts Eleven (11) Navy Blue, Plain Front or Cargo Style Trousers All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style #s _____ Sizes _____ Proposed.	\$____/Week	\$____/Week	\$____/Week
2.	1 Set	Industrial Uniform Rental per set, per week, Standard wear cycle -100% Cotton Set shall include: Eleven (11) Medium Blue Shirts Eleven (11) Navy Blue, Plain Front or Cargo Style Trousers All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style #s _____ Sizes _____ Proposed.	\$____/Week	\$____/Week	\$____/Week
3.	1 Set	Industrial Uniform Rental per set, per week, Standard wear cycle -100% Cotton - Flame Resistant Set shall include: Eleven (11) Medium Blue Shirts Eleven (11) Navy Blue, Flame Resistant, regular cut Trousers All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style #s _____ Sizes _____ Proposed.	\$____/Week	\$____/Week	\$____/Week
4.	1 Set	Supervisor Uniform Rental per set, per week, Standard wear cycle, 65% Polyester, 35% Set shall include: Eleven (11) White Shirts Eleven (11) Navy Blue, Plain Front or Cargo Style Trousers All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style #s _____ Sizes _____ Proposed.	\$____/Week	\$____/Week	\$____/Week
5.	1 Set	Supervisor Uniform Rental per set, per week, Standard wear cycle, 65% Polyester, 35% Set shall include: Eleven (11) Shirts Any Color Cotton executive dress type shirt or Polo Style Eleven (11) Pleated, Plain Front Trousers or Jeans All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style #s _____ Sizes _____ Proposed.	\$____/Week	\$____/Week	\$____/Week
6.	1 Set	Jacket – Dark Blue, 65% polyester, 35% cotton blend Hip or slash pocket spring or fall style jacket Set shall include two (2) jackets. All items shall be of work uniform quality, with emblems and tags as designated.	\$____/Week	\$____/Week	\$____/Week

CITY OF KALAMAZOO – INVITATION FOR BIDS

Page 3

Term Contract for Industrial Uniform Rental and Cleaning Services

Bid Reference No: 983-86-005/ME

Specify Make _____ Style # _____ Sizes _____ Proposed.

<u>Item:</u>	<u>Qty.</u>	<u>Description</u>	<u>Price Year 1</u>	<u>Price Year 2</u>	<u>Price Year 3</u>
7.	1 Set	Industrial Uniform Shirt, 65/35, Medium Blue Set shall include eleven (11) medium blue shirts only All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style # _____ Sizes _____ Proposed.	\$_____/Week	\$_____/Week	\$_____/Week
8.	1 Set	Plain Front or Cargo Style Pants, Navy, 65/35 Set shall include eleven (11) trousers only All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style # _____ Sizes _____ Proposed.	\$_____/Week	\$_____/Week	\$_____/Week
9.	1 Set	Women's Full Elastic Pants, 80/20, Navy Set shall include eleven (11) trousers only All items shall be of work uniform quality, with emblems and tags as designated. Specify Make _____ Style # _____ Sizes _____ Proposed.	\$_____/Week	\$_____/Week	\$_____/Week
10.	1 Set	Women's Side Elastic Pants, 65/35, Navy Set shall include eleven (11) trousers only Specify Make _____ Style # _____ Sizes _____ Proposed.	\$_____/Week	\$_____/Week	\$_____/Week
11.	1 Set	Hi-Visibility Tee Shirt, Lime Yellow Short Sleeve Set shall include eleven (11) T-Shirts. Specify Make _____ Style # _____ Sizes _____ Proposed.	\$_____/Week	\$_____/Week	\$_____/Week
12.	1 Set	Lab Coat – Polyester Cotton Bend Set shall include five (5) lab coats. Specify Make _____ Style # _____ Sizes _____ Proposed.	\$_____/Week	\$_____/Week	\$_____/Week

Optional Item – Cleaning City Owned Garments ONLY

Cleaning Garments

Industrial Uniform Shirt & Trouser (11 sets)	\$_____/Week
Industrial Uniform Shirt (non-leased) each	\$_____/Each
Industrial Uniform Trouser (non-leased) each	\$_____/Each
Outer Wear/Carhartt (Bibs, Jacket, Coat)	\$_____/Each
Light Weight/Coveralls (Cotton/Twill)	\$_____/Each

Appointments to schedule measurements will be made _____ calendar days after receipt of Notice of Award, delivery of all garments shall be within _____ calendar days thereafter.

Bidder shall provide all of 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.**

Contact person shall be: Name _____ Phone: _____

State brand name and style of garments being provided: _____

Delivery locations are:

- 1) Public Services –Stockbridge location at 415 Stockbridge Avenue, Buildings A & B
- 2) Public Services – Harrison Street location at 1415 N. Harrison Street, Admin and Maintenance Building
- 3) City Hall – 241 W. South Street, Basement
- 4) Public Safety – 150 E. Crosstown Parkway, Suite A
- 5) Metro Transit - 530 N. Rose Street

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 of 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.**

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.

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 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 Manager has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager 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: _____

BIDDERS QUESTIONNAIRE

All bidders shall provide the following information with their bid. **Failure to do so may result in your bid being rejected as non-responsive.**

1. Type of organization: _____

- Year established: _____
2. Provide a guaranteed turnaround time for return of repaired garments.

3. State response time for replacement of garments resulting from delivery shortage.

4. Contact person(s) for service, repair and general garment information:
Name: _____ Phone: _____
5. Does bidder have bar code scanning devices in place to control uniform counts for pickup and delivery of uniforms?
Yes _____ No _____
6. If scanning devices are not available what type of check off system will be provided by your firm at time of weekly garment pickup and delivery to validate uniform control and charges. List documents and attach samples of same, to be used to validate counts of pickup and delivery.

7. State number of employees and identify equipment that will be used to support this contract.

8. Describe your in-house quality control program to be used to ensure quality uniforms are in service at all times, and to minimize shortages and/or garment problems.

FIRM NAME: _____

BIDDERS QUESTIONNAIRE (cont)

9. Does bidder have a program for providing interim uniforms or reserve inventory to be used while uniform orders for new or replacement orders are being filled?

10. What _____% percentage of garments repaired will determine when replacement garments are needed?

11. How will summer/winter changeout occur?

13. Provide three (3) current references:

a. Name of firm: _____
Address: _____
Contact info: _____

b. Name of firm: _____
Address: _____
Contact info: _____

c. Name of firm: _____
Address: _____
Contact info: _____

14. List deviations to specifications:

FIRM NAME: _____

CITY OF KALAMAZOO – INVITATION FOR BIDS

Page 8

Term Contract for Industrial Uniform Rental and Cleaning Services Bid Reference No: 983-86-005/ME

I hereby state that all of 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: _____

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

SECTION III SPECIFICATIONS AND REQUIREMENTS

1. INTENT AND SCOPE

The City of Kalamazoo requests bids for a three-year term contract, with one (1) two-year renewal option for a complete turnkey uniform rental service, including on-site fittings and alterations, pickup / delivery, cleaning, furnishing and sewing of name tags and department emblems, repairs and replacements, etc. as per the specifications contained herein, and as per industry and regulatory standards. The City currently uses approximately 176 sets of uniforms with a standard wear cycle. To meet any service minimums, Bidder shall note the City of Kalamazoo shall be considered one account with multiple departments invoiced individually.

2. AWARD

Award will be made on an aggregate basis, **NOT SPLIT**. The earliest possible delivery of garments may be used as criteria for award. Rental garment services are subject to the availability of funds, therefore, the City reserves the right to increase or decrease quantities and/or departments/divisions and as personnel changes warrant.

3. GARMENT SPECIFICATIONS

INDUSTRIAL UNIFORMS

Item 1 **Shirt:** Medium blue, 65% polyester, and 35% cotton blend, two pocket short sleeve summer, long sleeve for winter or optional either way. Name tag and department emblem to be sewn on shirt. **Trousers:** Navy blue 65% polyester, 35% cotton blend, plain front or cargo style trousers, permanent press.

Item 2 **Shirt:** Medium blue, 100% Cotton Blend, INDURA, Flame Resistant two pocket, short sleeve for summer, long sleeve for winter, either way. Name tag and department emblem to be sewn on shirt. **Trousers:** 100% Cotton Blend, Navy Blue, Plain Front or Cargo Style Trousers, permanent press.

Item 3 **Shirt:** Medium blue, 100% Cotton- INDURA Flame Resistant, Two pocket short sleeve for summer, long sleeve for winter, optional either way. Name tag and department emblem to be sewn on shirt. **Trousers:** Navy Blue, INDURA, Flame Resistant, 9oz 100% Cotton Twill.

NON-UNION SUPERVISOR UNIFORMS

Item 4 **Shirt:** White, 65% polyester, and 35% cotton blend, two pocket short sleeve summer, long sleeve for winter or optional either way. Name tag and department emblem to be sewn on shirt. **Trousers:** Navy blue 65% polyester, 35% cotton blend, Plain Front or Cargo Style Trousers, permanent press.

Item 5 **Shirt: Any Color**, 65% Polyester, 35% Cotton executive dress type shirt or Polo Style. Name tag and department emblem to be sewn on shirt. **Trousers:** Navy Blue, textured woven polyester dress pants, plain front or pleated front style trousers, or jeans, permanent press.

GARMENT SPECIFICATIONS (cont)**Item 6 INDUSTRIAL UNIFORM JACKET**

Dark blue, 65% polyester, 35% cotton blend, hip or slash pocket spring or fall style jacket. Industrial Jackets: Two (2), one (1) change per week. Optional item. Name tag and department emblem to be sewn on jacket.

Item 7 INDUSTRIAL UNIFORM SHIRT ONLY

Medium blue, 65% polyester, and 35% cotton blend, two pocket short sleeve summer, long sleeve for winter or optional either way. Name tag and department emblem to be sewn on shirt.

Item 8 INDUSTRIAL UNIFORM PANTS ONLY

Navy blue 65/35 blend, plain front or cargo style trousers, permanent press.

Item 9 INDUSTRIAL UNIFORM WOMEN'S PANTS ONLY

Navy blue, full elastic pants, 80/20 blend, permanent press.

Item 10 INDUSTRIAL UNIFORM WOMEN'S PANTS ONLY

Navy blue, side elastic pants, 65/35 blend, permanent press.

Item 11 HI-VISIBILITY TEE SHIRT

Lime Yellow, short sleeve ANSI 107-2004 Class 2 Level 2 Compliant, Left Chest Pocket 5.75oz, 100% Fortrel Polyester

Item 12 LAB COAT

Lab Coat, polyester/cotton blend, permanent press. Name tag only sewn on lab coat.

Full range of sizes will be needed to include up to 5 XL and tall sizes up to 5 XL Tall.

Seasonal changes in garments shall be by mutual agreement between the City and the Contractor.

4. DELIVERY AND PICKUP SCHEDULE

- 4.1 Delivery and pickup will be on a once-a-week basis provided that an adequate number of garments are furnished by the Contractor to meet the requirements of the City as herein specified. Garments picked up on one day shall be delivered the next regularly scheduled pickup and delivery day. Selection of day(s) shall be by mutual agreement between each using agency and the Contractor.
- 4.2 Delivery and pickup for the Public Services Department will be at four (4) locations. Delivery and pickup for City Hall will be at one (1) location. Delivery and pickup for Public Safety will be at one (1) location and delivery and pickup for Metro Transit will be at one (1) location.

5. NUMBER OF GARMENTS REQUIRED PER EMPLOYEE

The following schedule shall be used by the Contractor in determining the number of garment sets required by each employee per weekly change, based on pickup and deliveries per week as follows:

ONCE-A-WEEK

5 changes per week 11 sets of garments

Optional - Jackets (2) one change per week

6. NAME TAGS/EMBLEMS AND IDENTIFICATION**6.1 Labeling / Identification:**

All employee's names shall be sewn into the neck of the shirt and inside the waistband of the trousers. Name tape is acceptable, however it shall be sewn in, not ironed on. This will ensure each employee receiving his/her own cleaned garments each week.

6.2 Name Tags:

All garments are to be identified with the employee's first name only (see diagram and picture below). Name Tags approx. 3.5" wide by 1.5" high. Dark navy blue letters and border on a white background. To be placed above right breast pocket. Exact location to be determined by the Project Manager or his/her designee.



Name Tags approx. 3.5" wide by 1.5" high. Navy blue letters and border on a white background. To be placed above right breast pocket. First name only.

Exact placement of name tags to be over right breast pocket opposite department emblem.
All name tags to be furnished and sewn by the Contractor.

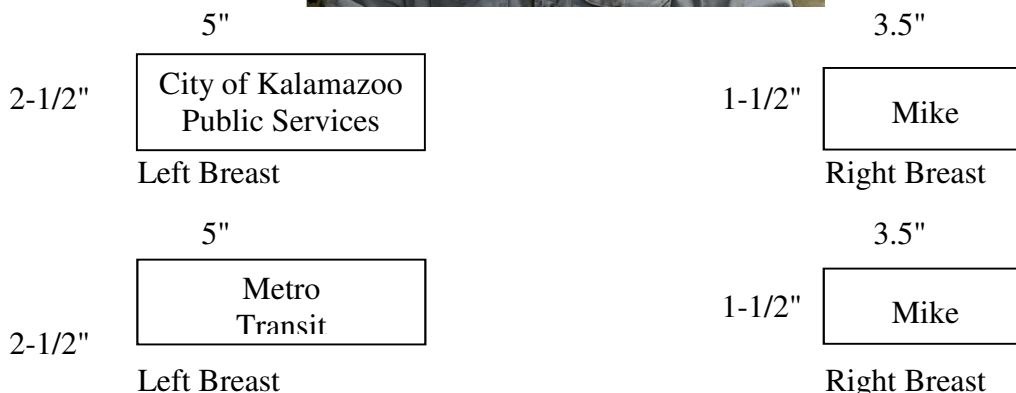
6.3 Emblems:

City of Kalamazoo Public Services Department-Emblems to be supplied by the Contractor (see picture and diagram below). Size is approx. 5" wide by 2.5" high. Dark navy blue letters and border on a white background. To be placed over the Left breast. Exact placement to be determined by the Project Manager or his/her designee.

Metro Transit- Emblems to be supplied by the Contractor (see diagram below). Size is approx. 5" wide by 2.5" high. Dark navy blue letters and border on a white background. To be placed over the Left breast. Exact placement to be determined by the Project Manager or his/her designee.



Department Emblem approx. 5" wide by 2.5" high. Dark navy blue letters and border on a white background. To be placed above right breast pocket.



All emblems to be furnished and sewn by the Contractor.

Cost of name tags and emblems provided by the Contractor and the sewing on of same shall be included in the weekly rental fee.

7. SERVICE AND BILLING QUESTIONS

All service and billing questions shall be addressed promptly. Contractor shall provide name and phone number of contact person(s) on the Bidders Questionnaire.

8. PROJECT MANAGER

The Project Manager or his/her designee shall have general supervisory authority in representing their respective departments for receiving, authorizing repairs, rejecting any items that do not conform to the contract, quality of service and to make any changes and/or adjustments in services. The Project Managers are:

Public Services-Stockbridge Location	Chris Pratt	(269) 337-8760
Public Services-Harrison Location	Stephanie Losey	(269) 337-8628
Metro Transit	Rob Branch	(269) 337-8235

Any bidder having questions regarding any of the using agencies' requirements, i.e., number of employees, their gender, further clarification of tags and emblems may contact the above.

NOTE: Personnel and scheduled changes may vary at time of contract execution.

9. CONTRACT PERIOD AND EXTENSIONS

- 9.1 The contract shall be in effect for a basic three (3) year period commencing on or about March 1, 2016 or date of execution by the City and continuing for three years thereafter.
- 9.2 The City may opt to extend this contract for one (1) two (2) year period. All extensions shall be upon mutual agreement of both parties with all provisions of the original contract or any addenda and extensions remaining in full force and effect.
- 9.3 Only at time of renewal may the Contractor negotiate price increases equivalent to cost increases which he/she has encountered within the past contract period. Such cost increases must be verified in writing before increases will be allowed. No increases over the base bid prices will be permitted to compensate the Contractor for inefficiency or errors in judgment or increased profit. In the event a cost increase is not approved, the City reserves the right to terminate this contract.

10. PRICES

Bid prices shall be firm for the duration of this contract and for any negotiated renewal hereof, and shall include initial uniform cost, measuring and fitting, weekly cleaning, pick-up and delivery services, alterations, repairing and replacement as required and new uniform replacement yearly based on the following wear cycle factors:

- A. Standard wear cycle: shall be selected for standard wear cycle applications as per industry standards.

The prices bid shall constitute the only charge to the City.

Bidders shall note: wear cycle estimates listed herein are averaged and are used for cost analysis only. The averaged replacement cycle listed shall not be construed as the minimum or maximum months of service life for any garment.

11. MEASUREMENTS AND FITTINGS

It shall be the responsibility of the contractor to measure all personnel concerned, and to obtain proper sizing of clothing initially and throughout the life of the contract. Measurements and alterations shall be made in a timely fashion as requested by the city. Contractor shall arrange for taking measurements at the employees place of work, during the employee's normal work shift (1st, 2nd and 3rd shift). All employee measurement records shall be in a spreadsheet format and shall be made available to the project manager or accounts payable department within five (5) business days of request.

11.1 The Contractor shall be responsible for taking individual measurements of all male and female employees, and changes in personnel as they occur, and fitting and altering garments as required to provide a presentable and comfortable fit. All measurements shall be taken at the location of the using agency at a time agreed to by the agency and the contractor.

11.2 All garments supplied at the commencement of this contract shall be new; used garments shall not be accepted.

11.3 All City personnel have the option of either long sleeve or short sleeve shirts (not both) at any one time - some will request long sleeves in winter and short sleeves in summer. The individual preference and number of employees cannot be determined at this time. **EACH PERSON SHALL GIVE HIS/HER PREFERENCE AT TIME OF MEASUREMENT AND FITTING.**

12. UNIFORM MAINTENANCE and ACCEPTABLE LEVEL OF CLEAN:

Uniforms shall be pre-spotted, laundered, mended or patched and returned to the city on hangers. Special care shall be taken not to prematurely fade the fabric, patches and emblems. All loose threads shall be cut, loose buttons shall be re-affixed and any loose or open seams mended. Uniforms shall be delivered, clean, stain free and in good condition.

Uniforms returned to a department as "clean" which are deemed to be stained and/or unacceptable, shall be replaced within 48 hours of notification by the project manager with clean loaner uniforms until the stained uniform(s) are cleaned properly and can be returned in an acceptable condition.

In the event the uniform(s) cannot be cleaned they shall be replaced with new uniforms by the next scheduled delivery.

13. FIRST ISSUE AND REPLACEMENT UNIFORMS:

All uniforms issued throughout the contract, either first issue or replacement, shall be new and complete with City emblem and employee name tags as specified herein.

A complete new uniform set shall initially be furnished per employee by the Contractor at the beginning of the contract by a new Contractor. Current Contractor shall provide for new uniform sets at the bid pricing contained herein upon request of the project manager(s).

FIRST ISSUE AND REPLACEMENT UNIFORMS (cont)

Any new employees/hires by the City of Kalamazoo requiring uniforms at any time throughout the contract shall be issued new uniforms. All employees shall have the option of choosing any bid item (uniform set) appropriate for their classification, as approved by the city project manager(s). The employee may choose all long sleeves, all short sleeves or combination of both sleeve lengths. Supervisory personnel may also choose all long sleeves, all short sleeves or combination of both sleeve lengths.

Upon mutual agreement between the Contractor and the Project Manager or the designee, any garment required herein shall be replaced when they become worn, damaged, unserviceable or size changes. There shall be no extra charge to the City for any replacement garment.

14. REPAIRS

The Project Manager or their designee will be responsible for identifying any garments in need of repair. The Contractor shall provide repair tickets which shall be attached to the return garment to identify repair required. **Garments shall be repaired and returned at the next regularly scheduled delivery.**

15. GARMENT SHORTAGES/EXCESSES

The Contractor shall provide an effective check-off system for his/her delivery personnel which shall be used at time of weekly garment pick-up and delivery to assure the return of same garments at the next regularly scheduled delivery day. Documentation showing an itemized listing of uniforms picked-up and delivered shall be turned into the designated stores area.

Shortages of returned garments will not be tolerated. Any shortage should be detected by the Contractor before delivery by way of their check-off list. The contractor shall provide clean loaner uniforms within 48 hours of notification by the project manager if a shortage occurs. **If the Contractor fails to respond within the 48 hour period, such shortage shall be deducted from the monthly invoice.** Excessive number of shortages and delays in the replacement of garments acknowledged to be the fault of the Contractor and occurring within a six (6) month period shall be just grounds for being in default of this contract. Replacement garment shall be equivalent to the garment being replaced.

- 15.1 It is the Contractor's responsibility to provide the correct number of uniforms per employee to allow employees to have the required number of changes per week while the Contractor is cleaning and repairing uniforms (plus the uniform worn on pickup/delivery day).
- 15.2 The City or employees shall not be liable for, nor will the City or employees pay any fees or charges for excess individual uniform count or lost or damaged uniforms.
- 15.3 Excess individual uniform count is any quantity of uniforms and/or individual garments received by any employee over the original number issued to the employee.

16. PERSONNEL CHANGES

No charges will be assessed the City for garments taken out of service due to personnel changes or reduction in the number of employees. Garments taken out of service shall be stored by the Contractor. Used garments may be put back into service provided they are still serviceable, in good repair condition and proper fit is obtained for the individual to which they will be assigned. The Project Manager or designee shall have the authority to make the final decision as to serviceability of the used garment. If the garment is declared not serviceable, new replacement garment shall be provided by the Contractor within two (2) working days. Size change shall be exchanged one for one, meaning one old size garment for one new size garment, this will eliminate charges or "lost garments".

17. CONTRACTOR'S REPRESENTATIVE

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

18. BACKGROUND CHECKS

Employees of Contractor having access to any Public Safety facility shall be subject to background checks. Contractor employees shall provide as part of the background check a valid picture ID that provides name, address and date of birth and shall have in their possession while working a valid picture ID. Social Security numbers will also be required of all employees accessing Public Safety facilities.

19. CLAIMS ADJUSTMENT FOR LOST GARMENTS

The Contractor has a right to file a "claims adjustment" to the City of Kalamazoo for repetitive lost items. Such adjustment shall be in written form with a copy to the Project Manager. The items must be determined to be lost due to mishandling by the City. **All lost garment claims must be cleared by both parties prior to approval for billing. Each claim must go through a physical review to examine each garment prior to billing.**

Replacement cost of any item shall not exceed the Contractor's original cost for that garment and shall also be based upon an equitable price negotiated between the Contractor and the using agency. **No claims shall be finalized without the approval of the Purchasing Division.**

20. INVOICING

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@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 Budget and Accounting Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

INVOICING (cont)

- 20.1 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 paper work 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.
- 20.2 Invoices shall be completely itemized showing all transactions for the month. Claims for lost garments shall be billed separate from routine monthly rental statements to ensure control of cost.
- 20.3 All original, and copies of original invoice(s), will have either a department/division name or contract name and employee number. On delivery, all supplies and/or services must be signed for by a City of Kalamazoo employee before payment can be made.
- 20.4 The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.
- 20.5 The vendor is responsible for supplying the Budget and Accounting Division with a copy their W-9 if they are providing a service to the City of Kalamazoo

21. QUESTIONS

Questions relative to the terms and conditions and bidding procedures may be addressed to Michelle Emig, Buyer, at (269) 337-8445. Questions regarding specifications may be addressed to the Project Managers, Brianna Clawson, Public Services at (269) 337-8921 and Rob Branch, Metro Transit at (269) 337-8235. This does not relieve the requirements of Page 1, Item 3.

**SECTION V
TERMS AND CONDITIONS****1. AWARD OF CONTRACT**

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

Notification of award will be in writing by the Purchasing Manager. 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 Manager 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 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. 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

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

7. LAWS, ORDINANCES AND REGULATIONS

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

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

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

8. RIGHT TO AUDIT

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

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

9. HOLD HARMLESS

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

10. DEFAULT

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

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

12. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

13. 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.

14. INSPECTION OF WORK SITE

Before submitting bids for his/her 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.

15. SPECIAL NOTICE REGARDING METRO TRANSIT

Effective October 1, 2016, Metro Transit, the City of Kalamazoo Transportation Department, will become the Central County Transit Authority (CCTA) and will be governed by that Board of Directors becoming its own authority. Although the separation has not taken place the City reserves the right to assign this portion of the contract to the Central County Transit Authority incorporated under Act 55 of the Public Acts of 1963, as amended.

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. Notwithstanding other provisions of this contract, 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. Notwithstanding other provisions of this contract, 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.

**FEDERAL TRANSIT ADMINISTRATION
REQUIRED CLAUSES FOR ALL TRANSPORTATION DEPARTMENT PURCHASES**

No Obligation by the Federal Government

- (1) The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC subsections 3801 et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC subsection 5307, the Government reserves the right to impose the penalties of 18 USC subsection 1001 and 40 USC subsection 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

Access to Records-The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contract which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

The contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes-Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights (EEO, Title VI & ADA)

- (1) Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 USC subsection 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC subsection 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC subsection 12132, and Federal transit law at 49 USC subsection 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC subsection 2000e, and Federal transit laws at 49 USC subsection 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the US Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375,” Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are tested during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC subsections 623 and Federal transit law at 49 USC subsection 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC subsection 12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Termination Provisions

- a. Termination for Convenience - The City of Kalamazoo may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-outs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Kalamazoo to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Kalamazoo, the Contractor will account for the same, and dispose of it in the manner the City of Kalamazoo directs.
- b. Termination for Default (Breach or Cause) – If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Kalamazoo may terminate this contract for default. Termination shall be effective by serving a notice of termination on the contractor setting forth the manner in which the

Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Kalamazoo that the contractor had an excusable reason for not performing, such as strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Kalamazoo, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- c. Opportunity to Cure – The City of Kalamazoo in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City of Kalamazoo's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the established timeframe, the City of Kalamazoo shall have the right to terminate the Contract without any further obligation to the Contractor. Such termination for default shall not in any way operate to preclude the City of Kalamazoo from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for Any Breach - In the event that the City of Kalamazoo elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the City of Kalamazoo shall not limit the City of Kalamazoo's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Disadvantaged Business Enterprise-It is the policy of the City of Kalamazoo to encourage those firms owned and controlled by minorities and women to participate in contracts and grants, entered into and administered by the City of Kalamazoo – Transportation Department and the State of Michigan – Department of Transportation federally-funded projects applicable to the Kalamazoo Transportation Department Metro Transit System. The City of Kalamazoo will support, as its own, those DBE requirements set forth under 49 CFR Part 23, as amended.

Incorporation of FTA Terms-The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Kalamazoo requests which would cause the City of Kalamazoo to be in violation of the FTA terms and conditions.

Energy Conservation-The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.