



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoo-city.org
purchasing@kalamazoo-city.org

INVITATION FOR BIDS (IFB)
The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: Harrison Facility Administration Boiler

Bid Reference #: 82000-002.0

IFB ISSUE DATE: September 6, 2022

BID DUE/OPENING DATE: September 20, 2022 @ 3:30 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:
Drew Posey, Plant Maintenance Supervisor
at poseyd@kalamazoo-city.org or (269) 337-3177

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 Bids 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 – 6	Specifications
III	Requirements & Special Conditions	7 – 8	
IV	Terms & Conditions	9 – 13	

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 before 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 all of the bid/contract documents incorporated herein hereby proposes to provide the equipment, meeting or exceeding the specifications as set forth herein, for the prices as stated below.

HARRISON FACILITY ADMINISTRATION BOILER

DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
Lochinvar KBX-1000N-M13 Knight XL Water Tube Condensing Boiler	EA	1		

F.O.B. destination: 1415 North Harrison Street, Kalamazoo, MI 49007

Guaranteed delivery (date): _____

Warranty Period: _____

All prices and fees are stated in U.S. dollars.

Price stated will be firm for the full term of this Contract.

Bidder must 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.**

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

Addendum No: _____

Dated: _____

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 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 bidder’s 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

CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

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

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

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

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

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

CERTIFICATION

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

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

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

The above information is accurate:

Signature: _____ Date: _____

Title: _____

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: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

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

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

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

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

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

**SECTION III
REQUIREMENTS, SPECIFICATIONS, AND SPECIAL CONDITIONS**

1. INTRODUCTION/OBJECTIVE

The City of Kalamazoo, Michigan (the “City”) is seeking to enter into a contract for the purchase of one (1) **Lochinvar KBX-1000N-M13 Knight XL Water Tube Condensing Boiler** as detailed in the Requirements and Specifications, and Attachment A (Specifications). The Contractor will only be responsible for providing the equipment, meeting or exceeding the specifications as set forth herein, for the prices as stated herein. Installation of the equipment will be achieved through a separate contract to be bid at a later date.

2. REQUIREMENTS AND SPECIFICATIONS

- 2.1. **Intent: It is the intent of this IFB to purchase one (1) Lochinvar KBX-1000N-M13 Knight XL Water Tube Condensing Boiler.**
- 2.2. **Award Criteria:** This purchase will be awarded to the responsible bidder whose bid 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 for bids received.
- 2.3. The equipment provided for the price bid must meet the minimum acceptable requirements of the attached specifications. All comparable makes and models must meet or exceed those requirements. Purchase is subject to availability of funds.
- 2.4. As an attachment to the bid, bidders shall include two (2) sets of literature describing equipment bid and include all warranties and guarantees applicable to the equipment.
- 2.5. The Contractor shall be an "authorized" distributor for the equipment specified and provide technical support and repair services for the equipment noted. The Contractor shall not omit any part or detail which is normally considered to be standard even though such part or detail may not be mentioned in specifications.
- 2.6. The City will conduct a pre and post inspection of the equipment proposed with the bidder/Contractor prior to award and final acceptance. All components and equipment will be examined and operated to determine that all specifications have been met.
- 2.7. The Contractor shall assume full responsibility for all materials and workmanship used in the specified equipment whether of his/her manufacture or by others. If the unit is delivered incomplete or if it contains any defective or damaged parts the Contractor shall complete and/or replace such items in a reasonable timeframe and in accordance with industry standards at no cost to the City, including labor.
- 2.8. If in addition to the above the City finds it necessary to perform any work which should have been done by the manufacturer and/or Contractor within the intent of these specifications, the Contractor shall reimburse the City for all costs incidental thereto.
- 2.9. The following shall be provided (costs included in unit prices bid):
One (1) set operation and training manuals and all required cables, components and connectors that may not be mentioned but are considered as a standard part that will comprise a fully operational system.
- 2.10. Itemize all deviations to the specifications. The City reserves the right to accept or reject any deviation proposed.

- 2.11. Name, address, location, telephone number and contact person for warranty service, if on-site or carry in services and if on-site state response time:
-
-

2.12. **INVOICES:** All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. All invoices shall reflect costs as submitted. Payment for work completed will be paid within thirty (30) days after receipt of a complete invoice.

- 2.13. **EQUIPMENT REQUIREMENTS:**

Equipment name:

Lochinvar KBX-1000N-M13 Knight XL Water Tube Condensing Boiler

Equipment specifications are included in Attachment A (Specifications)

No deviations will be accepted.

3. CONTRACT PERIOD AND EXTENSIONS

The contract will be in effect until the purchased equipment is received and accepted by the City, commencing on Contractor's receipt of a Purchase Order from the City. There are no extensions available for this contract.

4. UNIT PRICING

The unit price, including its pro-rata share of overhead, multiplied by the quantity shown will represent the total bid and will be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.

5. MATERIALS INSPECTION AND RESPONSIBILITY

- 5.1. The City will have the right to inspect any product to be used in carrying out the terms of the contract.
- 5.2. The City does not assume any responsibility for the quality and standard of any materials, equipment, or components furnished under this contract.
- 5.3. Any materials, equipment, or components which do not comply with contract specifications or state codes may be rejected by the City, and will be replaced by the Contractor at no cost to the City.
- 5.4. Any materials, equipment or components rejected will be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment, or components have been rejected.

6. QUESTIONS

Bidders will address questions regarding the specifications to Drew Posey, Plant Maintenance Supervisor at poseyd@kalamazoocity.org or (269) 337-3177. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to the Craig Hull, Buyer at hullc@kalamazoocity.org or (269) 337-8444.

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 or bid are over budget and/or unreasonable.

2. COMPLETE CONTRACT

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

3. SUBCONTRACTORS - NON ASSIGNMENT

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

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

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. INVOICING

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

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

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

6. PAYMENTS

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

7. CHANGES AND/OR CONTRACT MODIFICATIONS

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

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

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

8. LAWS, ORDINANCES AND REGULATIONS

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

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

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

9. RIGHT TO AUDIT

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

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

10. HOLD HARMLESS

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

11. DEFAULT

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

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

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

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

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

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

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

12. TERMINATION OF CONTRACT

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

15. INSPECTION OF WORK SITE

Before submitting bids or quotes for work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

16. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's 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.



ATTACHMENT A

SPECIFICATIONS

Harrison Facility Administration Boiler

Bid Reference #: 82000-002.0



Typical Specification
KBX-1000N-M13

Specification for Lochinvar® KNIGHT XL™ Heating Boiler
Model KBX-1000N-M13

The **BOILER** shall be a **LOCHINVAR KNIGHT XL** Model **KBX-1000N-M13** having a modulating input rating of 99.9 to 999 MBtu/Hr, a gross output of 969 MBtu/Hr and shall be operated on Natural Gas. The **BOILER** shall be capable of following performance:

Model	Turndown	Minimum Input	Maximum Input
KBX1000(N,L)	10:1	99,000	999,000

Maximum unit dimensions shall be: 50 inches Length, 24 inches Width and 45 inches Height. Maximum operating (wet) unit weight shall be no more than 567 pounds.

The **BOILER** shall bear the ASME "H" stamp for 160 psi working pressure and shall be National Board listed. The **BOILER** shall have a fully welded, stainless steel, water tube heat exchanger. Multiple pressure vessels in a single enclosure are not acceptable. There shall be no banding material, bolts, gaskets or "O" rings in the pressure vessel construction. The heat exchanger shall be designed for a single-pass water flow to limit the water side pressure drop. Pressure drop shall be no greater than 2.2 psi at 75 GPM. The condensate collection basin shall be constructed of welded stainless steel. The complete heat exchanger assembly shall carry a ten (10) year limited warranty.

The heat exchanger shall have a volume of water no less than:

Model	Water Content
KBX1000(N,L)	8.8 gallons

The **BOILER** shall be certified and listed by C.S.A. International under the latest edition of the harmonized ANSI Z21.13 test standard for the U.S. and Canada. The **BOILER** shall comply with the energy efficiency requirements of the latest edition of ASHRAE 90.1 and the minimum efficiency requirements of the latest edition of the AHRI BTS-2000 Standard as defined by the Department of Energy in 10 CFR Part 431. The **BOILER** shall operate at a minimum of 97% Combustion and Thermal Efficiency at full fire as registered with AHRI. The **BOILER** shall be certified for indoor installation.

The **BOILER** shall be constructed with a heavy gauge steel jacket assembly, primed and pre-painted on both sides. The combustion chamber shall be sealed and completely enclosed, independent of the outer jacket assembly, so that integrity of the outer jacket does not affect a proper seal. A burner/flame observation port shall be provided for observing the burner flame and combustion chamber. The burner shall be a premix design constructed of high temperature stainless steel with a woven Fecralloy outer covering to provide smooth operation at all modulating firing rates. The **BOILER** shall be supplied with a negative pressure regulation gas valve and be equipped with a pulse width modulation blower system to precisely control the fuel/air mixture to the burner. The **BOILER** shall operate in a safe condition with gas supply pressures as low as 4 inches of water column. The burner flame shall be ignited by direct spark ignition with flame monitoring via a flame sensor.

The **BOILER** shall utilize a 24 VAC control circuit and components. The control system shall have a factory installed display for boiler set-up, boiler status, and boiler diagnostics. All components shall be easily accessed and serviceable from the front and top of the jacket. The **BOILER** shall be equipped with a temperature/pressure gauge; high limit temperature control with manual reset; ASME certified pressure relief valve set for 50 psi (standard);

outlet water temperature sensor with a dual thermistor to verify accuracy; system supply water temperature sensor; outdoor air sensor, flue temperature sensor with dual thermistor to verify accuracy; low water cut off with manual reset, blocked drain switch and a condensate trap for the heat exchanger condensate drain.

The **BOILER** shall feature the “SMART TOUCH™” control with CON-X-US which is standard and factory installed with an 7” liquid crystal touch screen display, password security, outdoor air reset, pump delay with freeze protection, pump exercise, ramp delay featuring six steps, domestic hot water prioritization with limiting capabilities and PC port connection. A secondary control that is field mounted outside or inside the appliance is not acceptable. The **BOILER** shall have alarm contacts for any failure, runtime contacts and data logging of runtime at given modulation rates, ignition attempts and ignition failures. The **BOILER** shall have a built-in “Cascade” to sequence and rotate while maintaining modulation of up to eight boilers of different Btu inputs without utilization of an external controller. The internal “Cascade” function shall be capable of lead-lag, efficiency optimization, front-end loading, and rotation of lead boiler every 24 hours. The control must include cascade redundancy to allow a member boiler to become the temporary leader if the original lead boiler shall loose communication with the members. The **BOILER** shall be capable of controlling an isolation valve (valve shall be offered by manufacturer) during heating operation and rotation of open valves in standby operation for full flow applications. The control must be equipped with standard BACnet MSTP and Modbus communication protocol with a minimum 55 readable points. The **BOILER** shall have an optional gateway device which will allow integration with LON or BACnet (IP) protocols.

The “SMART TOUCH™” control shall include CON-X-US communication platform that will allow remote access via a smart phone or Tablet. This will allow the ability to monitor and manage multiple KNIGHT XL Boilers and send alerts via text or e-mail notifying of changes in system status. A user shall have the ability to check system status or re-program any boiler function remotely.

The “SMART TOUCH™” control shall increase fan speed to boost flame signal when a weak flame signal is detected during normal operation. A 0 -10 VDC output signal shall control a variable speed boiler pump (pump to be offered by manufacturer) to keep a fixed delta t across the boiler regardless of the modulation rate. The **BOILER** shall have the capability to receive a 0 – 10 VDC input signal from a variable speed system pump to anticipate changes in system heat load in order to prevent flow related issues and erratic temperature cycling.

The **BOILER** shall be equipped with two terminal strips for electrical connection. A low voltage connection board with 44 connection points for safety and operating controls, i.e., Alarm Contacts, Runtime Contacts, Louver Proving Switch, Tank Thermostat, Domestic Hot Water Building Recirculation Pump Contacts, Domestic Hot Water Building Recirculation Temperature Sensor Contacts, Remote Enable/Disable, System Supply Temperature Sensor, Outdoor Temperature Sensor, Tank Temperature Sensor, Modbus Building Management System Signal and Cascade Control Circuit. A high voltage terminal strip shall be provided for Supply voltage. Supply voltage shall be 120 volt / 60 hertz / single phase on all models. The high voltage terminal strip plus integral relays are provided for independent pump control of the System pump, the Boiler pump and the Domestic Hot Water pump.

The **BOILER** shall have an independent laboratory rating for Oxides of Nitrogen (NO_x) to meet the requirements of South Coast Air Quality Management District in Southern California and the requirements of Texas Commission on Environmental Quality. The manufacturer shall verify proper operation of the burner, all controls and the integrity of the heat exchanger by connection to water and venting for a factory fire test prior to shipping.

The **BOILER** shall be suitable for use with polypropylene glycol up to a 50% concentration. The de-rate associated with the glycol will vary per glycol manufacturer.

STANDARD CONSTRUCTION

The **BOILER** shall be constructed in accordance with the following code requirements as standard equipment. Manufacturing of special models to meet the below code requirements is not acceptable.

California Code
Massachusetts Code
Kentucky Code
CRN Approval in Canada

Note: Due to the large disparity in CSD-1 interpretation from state to state, please confirm to the factory all controls required in your jurisdiction.

01/21 – Printed in U.S.A.